

## **SECTION 15. INJURIES AND DISABILITIES**

**\*\*EffDte:** 02/28/1978 **MCRT#:** 0      **Div:** D3

**Cav:**                      **SecCls:**  
ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 02-21-2007 BY 60324 AUC BAW/CPB/STP

### **15-1 EMPLOYEE COMPENSATION MATTERS (FEDERAL EMPLOYEES' COMPENSATION ACT)**

**\*\*EffDte:** 04/14/1988 **MCRT#:** 0      **Div:** D3

**Cav:**                      **SecCls:**

#### **15-1.1 Coverage**

The Federal Employees' Compensation Act (FECA) (Title 5, USC, Section 8101 and following) provides compensation and medical care for all civil officers and employees of all branches of the Government of the United States (including instrumentalities of the United States wholly owned by the United States) for disability due to personal injuries sustained while in the performance of duty. The term "injury" includes, in addition to injury by accident, a disease proximately caused by the employment. The law also provides for the payment of funeral and burial expenses and compensation for the dependents if the injury or disease causes the employee's death. The FECA is also applicable to Federal employees while serving as Federal petit or grand jurors and while serving as members of the Reserve Officers' Training Corps and certain other groups, a listing of which is maintained by the Department of Labor. The FECA is administered by the Office of Worker Compensation Programs (OWCP), United States Department of Labor.

**\*\*EffDte:** 04/14/1988 **MCRT#:** 0      **Div:** D3

**Cav:**                      **SecCls:**

##### **15-1.1.1 Notice of Injury (See MAOP, Part 1, 15-1.4, 15-1.7.)**

(1) An employee is required to give his/her official superior (supervisor) written notice of injury in the performance of duty. Compensation may be denied if notice of injury is not given or if the supervisor does not have actual knowledge of the injury. The applicable Form CA-1 or CA-2 is used. Section 10.110 of the Code of Federal Regulations requires the Agency to submit the CA-1 to OWCP not later than 10 days after receipt of the written notice from employee of an injury. Field offices must submit the CA-1 directly to the OWCP District Office which covers their geographical area. The only CA-1 forms which should be forwarded are those in which there has been time lost from work and/or medical treatment received by the injured employee. Field offices must forward a copy of the CA-1 to FBIHQ.

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

All other employee compensation matters must be submitted to FBIHQ. FBIHQ forwards compensation cases and related material to OWCP which has the adjudication responsibility.

(2) The CA-1 forms should be submitted to the appropriate District Office listed below:

BOSTON	PHILADELPHIA	KANSAS CITY
Connecticut	Delaware	Iowa
Maine	Pennsylvania	Kansas
Massachusetts	West Virginia	Missouri
New Hampshire		Nebraska
Rhode Island	JACKSONVILLE	
Vermont	Alabama	DENVER
	Florida	Colorado
NEW YORK	Georgia	Montana
New Jersey	Kentucky	North Dakota
New York	Mississippi	South Dakota
Puerto Rico	North Carolina	Utah
Virgin Islands	South Carolina	Wyoming
	Tennessee	
		SEATTLE
DALLAS	CHICAGO	Alaska
Arkansas	Illinois	Idaho
Louisiana	Minnesota	Oregon
New Mexico	Wisconsin	Washington
Oklahoma		
Texas		
CLEVELAND	DISTRICT OF COLUMBIA	SAN FRANCISCO
Indiana	Maryland	Arizona
Michigan	Virginia	California
Ohio	District of Columbia	Hawaii (HONOLULU)
	All Legats	Nevada

(3) The U.S. Department of Labor (DOL) has ruled that any employee who is injured while performing a Physical Fitness Program (PFP) authorized exercise is eligible for Workers' Compensation benefits. Conditions of such coverage are that the exercise which gave rise to the injury must be approved by the agency and that the individual employee is enrolled in the agency's PFP. (See Part 1, Section 24-7, of this manual, for details regarding the Bureau's PFP.)

In this regard, DOL has issued the following instructions regarding injuries relating to the PFP:

(a) Injuries and occupational diseases arising from participation in an approved PFP are compensable under the Federal Employee's Compensation Act. (See MAOP, Part 1, 24-7, for details.)

(b) All Forms CA-1 which attribute an injury to a PFP activity should be accompanied by a statement from the employee's supervisor indicating that the employee was enrolled in the PFP, and that the injury was sustained while the employee was performing

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

authorized exercises under the Program.

(c) When a Form CA-2 is filed claiming that an occupational disease is casually related to the PFP participation, the employee should state specifically what activities caused the condition. A statement should be provided by the supervisor showing what exercises were approved, in order to assure that the activities performed were authorized under the Program.

(d) All employees in a PFP must receive medical clearance to participate. (Be certified by a medical doctor during his/her annual, or in some cases, triennial medical examination.)

\*\*EffDte: 02/26/2003 MCRT#: 1259 Div: D3

Cav:

SecCls:

### **15-1.1.2 Medical Care**

An injured employee is entitled to first aid and medical care for the injury; this includes hospital care when needed. The medical care may be provided by any nearby duly qualified physician or hospital of the employee's choice. When travel is necessary to receive medical care, the injured employee may be furnished transportation and may be reimbursed for travel and incidental expenses.

\*\*EffDte: 04/14/1988 MCRT#: 0 Div: D3

Cav:

SecCls:

### **| 15-1.1.3 Traumatic Injuries|(See MAOP, Part 1, 15-1.8.)|**

A traumatic injury is defined as a wound or other condition of the body caused by a specific event or incident or a series of events or incidents within a single workday or shift. The injury must be identifiable as to time and place of occurrence and member or function of the body affected and be caused by a specific event or incident or series of events or incidents within a single day or work shift. Traumatic injuries are distinguished from occupational disease or illnesses in that the latter are produced by systemic infections; continued or repeated stress or strain; exposure to toxins, poisons, fumes, etc.; or other continued and repeated exposure to conditions of the work environment over a longer period of time. Traumatic injuries also include damage or destruction to prosthetic devices or appliances, exclusive of eyeglasses and hearing aids unless the eyeglasses and hearing aids were damaged incidental to a personal injury requiring medical services.

\*\*EffDte: 04/13/2000 MCRT#: 967 Div: D3

Cav:

SecCls:

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

## **15-1.2 Continuation of Pay (COP)**

An employee who sustains a disabling, job-related traumatic injury is entitled to continuation of regular pay for a period not to exceed 45 calendar days. However, in no event shall this be construed as requiring continuation of a person's employment beyond the date it would have terminated had the employee not been injured. The Bureau will continue the injured employee's pay unless the claim falls in one of the controversial categories listed below. This pay is subject to income tax, retirement, and other deductions. It should be noted that any other benefit (including medical care) is considered to be compensation. An employee's pay during continuation of pay will include premium, night or shift differential, Sunday and holiday pay, or other extra pay; however, overtime pay must not be included. Employees have 45 days in which to begin using the 45-day COP. Additionally, if employees use only a portion of the 45-day COP, they are allowed to use the remaining days within 45 days from the date they first returned to work following the date of injury.

(1) In counting COP, use calendar days and not workdays. This includes holidays, weekends and days off.

(2) A day or portion of a day, spent in a light-duty or limited-duty status, within the 45 days of disability, is counted as one day of COP. This also includes the days the employee's job was modified to accommodate work restrictions set by the attending physician. However, COP is only chargeable when there has been a formal assignment to an established job which is normally paid at a lower salary and would otherwise result in loss of income to the employee. The employee must be furnished with documentation of the personnel action prior to the effective date of the action. If the employee performs work of a limited light-duty nature in the absence of documentation of a personnel action as described, COP will not be chargeable. Return to work on a light-duty reassignment or detail is to be reported to OWCP. OWCP must be provided with documentation that the employee was found unfit for his or her regular job.

\*\*EffDte: 07/16/2002 MCRT#: 1226 Div: D3

Cav:

SecCls:

### **15-1.2.1 Controverting Claims**

If an employee's claim falls into one or more of the categories listed below, it must be controverted and the employee's pay stopped. In all other cases it may be controverted; however, the employee's regular pay will not be interrupted during the 45-day period unless the controversion is sustained by the OWCP. FBIHQ or field office will controvert and terminate pay only if:

(1) The disability is a result of an occupational disease or illness; or

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

(2) The injury occurred off the premises and the employee was not involved in official "off-premise" duties; or

(3) The injury was caused by the employee's willful misconduct; the employee intended to bring about the injury or death of himself/herself or another person; or the employee's intoxication was the proximate cause of the injury; or

(4) The injury was not reported on Form CA-1, within 30 days following the injury; or

(5) Work stoppage first occurred 45 days or more following the injury; or

(6) The employee initially reports the injury after his/her employment has terminated; or

(7) When the employee, having been requested to submit a doctor's certificate substantiating incapacitation for duty, fails or refuses to do so.

\*\*EffDte: 07/16/2002 MCRT#: 1226 Div: D3

Cay:

SecCls:

### **15-1.2.2 Procedure for Controverting**

(1) COP is controverted by:

(a) Completing the indicated portion on Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, and submitting the form to OWCP within 10 days of the injured employee's signature date on the form.

(b) Submitting detailed information and a statement to support controversion of COP.

(2) Where pay is continued after the employee stops work due to a disabling injury, it is not interrupted until information is received to the effect that the employee is no longer disabled; or notification from the OWCP that pay should be terminated; or the expiration of 45 days (the period of COP). If it appears that the employee will not return to work by the end of COP, the following procedures are to be followed:

(a) After 30 days of COP: Begin preparations to submit a wage loss claim to OWCP. Office supervisory personnel should give Form CA-7, Claim for Compensation on Account of Traumatic Injury, to the injured employee with instructions to complete Part A and return the form within one week. The employee should be advised that OWCP consideration of the claim will depend on timely submission of the Form CA-7 by the employee and the timely submission by the doctor of medical evidence of disability for work for a specific period (CA-16 or CA-20).

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

(b) After 40 days of COP: If the Form CA-7 has not been returned, the office should contact the employee telephonically and request immediate submission of the form. If the employee has not returned to work by the 40th day of COP, the office should submit the completed Form CA-7, and any new medical evidence it has, to OWCP. If the employee returns to work after the Form CA-7 had been submitted, the office should notify OWCP BY TELEPHONE IMMEDIATELY to verify return to work. Telephone notification is critical to avoid overpayment.

(c) Ten (10) days before the period covered by Form CA-7 expires: If disability is expected to continue beyond the period claimed on the Form CA-7, the office should give the injured employee another Form CA-7, Claim for Compensation on Account of Disability, with instructions to complete and return it to the office. The office should send it to OWCP at least 5 days before the end of the period covered by the initial Form CA-7 expires. Where disability is expected to continue, and until advised by OWCP that the employee has been placed on its regular roll, the office should continue to obtain and submit Forms CA-7 at least 5 days before the end of the period claimed on the preceding Form CA-7.

(3) Compensation based on loss of wages is payable after the 45th day in traumatic injuries or from the beginning of pay loss in all other types of injuries.

\*\*EffDte: 07/16/2002 MCRT#: 1226 Div: D3

Cav:

SecCls:

### **15-1.3 Injuries Resulting in Total Disability**

When an injured employee who has no dependents loses pay due to total disability resulting from an injury, compensation is payable at the rate of 66 2/3 percent of the pay rate established for compensation purposes. The compensation rate is increased to 75 percent when there are one or more dependents. Dependents include a wife or husband; an unmarried child under 18 years of age or if over 18, incapable of self-support, or a student (until reaching 23 years of age or completing four years of school beyond the high school level); or a wholly dependent parent. Compensation begins when the employee starts to lose pay if the injury causes permanent disability or if there is pay loss for more than 14 days; otherwise compensation begins on the fourth day after pay stops. Compensation may not be paid while an injured employee receives pay for leave. The employee has the right to elect whether to receive pay for leave or to receive compensation.

\*\*EffDte: 04/14/1988 MCRT#: 0

Div: D3

Cav:

SecCls:

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

**15-1.4 Responsibility for Reporting Traumatic Injury (See MAOP, Part 1, 15-1.1.1, 15-1.7 (2).)**

When an employee sustains a traumatic injury in the performance of duty, the employee or someone acting on his/her behalf must give a written report on Form CA-1 to the supervisor within two workdays following the injury. The supervisor must ensure its prompt submission (no later than 10 workdays following written notice of injury from employee) to the OWCP District Office with one copy forwarded to FBIHQ. It must be shown on the form whether the employee wishes sick or annual leave or requests continuation of regular pay for the period of disability.

\*\*EffDte: 07/16/2002 MCRT#: 1226 Div: D3

Cav:

SecCls:

**15-1.5 Duty Status Reports**

(1) A "Duty Status Report," Form CA-17, will be used to obtain interim medical reports concerning the employee's duty status. If during the 45-day period the treating physician indicates the employee is able to return to work but he/she refuses to do so, the continued absence from work will result in an overpayment. If the treating physician indicates the employee is able to return to work with restrictions, Form CA-17, showing the ability to work, plus an explicit statement of the light-duty job offered to the employee, along with its physical requirement and documentary evidence of the offer, are to be submitted to the appropriate OWCP district office, as evidence that entitlement to COP may be terminated. The period of absence from the job which resulted in the overpayment will be determined by the OWCP. The supervisor may then require the employee to resolve any overpayment.

(2) Similarly, if an employee returns to light duty, documentation must be submitted in writing to the appropriate OWCP office, that the employee was found unfit for regular duty by the attending physician, and that the employee was placed in a light-duty job, or that the employee's regular job was modified as a result of the injury.

(3) If medical evidence shows disability is expected to continue beyond 45 days and compensation is desired after expiration of the period, Form CA-7 must be completed and filed with the appropriate OWCP district office not more than 14 workdays after the termination of the 45 days of COP. Additional Forms CA-7 should be submitted every two weeks until the employee returns to duty or is placed on automatic rolls with OWCP.

\*\*EffDte: 07/16/2002 MCRT#: 1226 Div: D3

Cav:

SecCls:

**SENSITIVE**

SENSITIVE

Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1

**| 15-1.6 Responsibility for Reporting Nontraumatic Injury |(See MAOP, Part 1, 15-1.4.)|**

An injured employee, or someone acting on the employee's behalf, is required to give notice of injury and file claim for compensation for disability within 30 days after an injury in the performance of duty or in unusual cases a longer period is permissible. Form CA-2 is provided for this purpose. If the injured employee dies, dependents are required to file claim for compensation for death within the specified time, with the exception that the timely filing of a disability claim because of an on-the-job injury will satisfy the time requirements for a death claim based on the same injury. Notices and claims are to be filed with the employee's supervisor who will submit the notice and claim to the designated workers' compensation representative (with a copy forwarded to FBIHQ) for transmittal to OWCP. The person claiming benefits must thereafter submit any other reports and proof that OWCP may require.

\*\*EffDte: 07/16/2002 MCRT#: 1226 Div: D3

Cav:

SecCls:

**15-1.7 Responsibility of Supervisor (Traumatic Injury Cases)**

(1) Upon receiving notice that an employee has sustained a job-related traumatic injury the division head, SAC, or appropriate supervisor will promptly authorize medical care. Form CA-16 must be issued by Bureau official within 4 hours of employee's request, or in case of emergency, at the time the need for medical treatment is recognized by the official supervisor. Provide the employee with Form CA-1 for reporting the injury and upon receipt of the completed form return to the employee the "Receipt of Notice of Injury."

(2) Advise the employee of the right to elect continuation of regular pay or use annual or sick leave, if the injury is disabling. Inform the employee whether continuation of pay will be controverted, and if so, whether it will be terminated, and the basis for such action. If the supervisor controverts the claim (whether or not pay is terminated), explanation for the controversion must be submitted on the supervisor's portion of Form CA-1 and/or by separate narrative report for consideration by the Bureau and OWCP. Form CA-1, fully completed by both employee and supervisor, together with all other pertinent information and documents, must be submitted within two workdays following the supervisor's receipt of the form from employee (and within 10 days following written notice of the employee's injury) to OWCP District Office in the appropriate geographical area (see 15-1.1.1).

(3) Form CA-16 may be released to an Army, Navy, Air Force or Department of Veterans Affairs medical officer or facility, or to a duly qualified private physician.

SENSITIVE



**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

\*\*EffDte: 07/16/2002 MCRT#: 1226 Div: D3

Cav:

SecCls:

**| 15-1.7.1 Selecting Medical Facility or Physician |(See MAOP, Part 1, 15-1.1.2.)|**

(1) The injured employee has the option to initially select a duly qualified private physician or hospital in the area. Generally speaking, the area is defined as within 25 miles of the employing establishment or the employee's home. The supervisor shall give the injured employee an opportunity to select the physician. The physician selected by the employee should be contacted by telephone to determine if the physician is available and will accept the employee for treatment. If not, the employee must select another qualified physician. Should the employee wish to change physicians after the initial choice, the OWCP must be contacted for approval.

(2) Medical providers (physicians) who have been convicted under a criminal statute for fraudulent activities in connection with a federal or state program for which payments are made to providers for medical services are automatically excluded from participation in the FECA program. This means that their bills for services rendered to the employee will not be honored by OWCP. OWCP will periodically distribute the names and addresses of excluded providers, along with those who have been reinstated, to federal agencies. An excluded physician may be reimbursed only for services rendered in a medical emergency. An employee whose initially chosen attending physician is excluded will be given the opportunity to choose a new physician.

(3) Authorization of medical care is valid for 60 days, unless withdrawn sooner by OWCP, by written notification to the provider and injured employee.

(4) OWCP will make no payment or reimbursement if a bill is submitted more than one year beyond the calendar year in which the expense was incurred or the case was first accepted, whichever is later.

\*\*EffDte: 07/16/2002 MCRT#: 1226 Div: D3

Cav:

SecCls:

**15-1.7.2 Physician Defined**

The term physician includes surgeons, osteopathic practitioners, podiatrists, dentists, clinical psychologists, optometrists, and chiropractors within the scope of their practice as defined by state law. The term physician includes chiropractors only to the extent that their reimbursable services are limited to treatment consisting of manual manipulation of the spine to correct an abnormal subluxation as demonstrated by X-ray to exist, and subject to regulation by the Secretary of Labor. Naturopaths, faith healers, and

**SENSITIVE**

**SENSITIVE**

Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1

---

other practitioners of the healing arts are not recognized as physicians within the meaning of the law.

\*\*EffDte: 08/29/1990 MCRT#: 0      Div: D3      Cav:      SecCls:

### **15-1.8      Occupational Disease Cases**

Upon receiving notice that an employee has sustained an occupational disease, the supervisor should provide the employee with Form CA-2 for reporting the occupational disease. Upon receipt of the completed form, the supervisor will return to the employee the "Receipt of Notice of Injury." Continuation of pay is not applicable in these cases. Advise the employee to furnish supporting medical and factual information requested on the Instruction Sheet, attached to the CA-2. If possible, this information should accompany the form when it is submitted to FBIHQ. Submission of the form should not be delayed. Advise the employee of the right to elect sick or annual leave, pending adjudication of the claim by the OWCP.

\*\*EffDte: 07/16/2002 MCRT#: 1226 Div: D3      Cav:      SecCls:

### **15-1.9      Permanent Total Disability**

When an injury causes total disability, the employee is entitled to compensation until death unless the employee is medically or vocationally rehabilitated. Compensation for total disability equals 66 2/3 percent of the employee's pay, and 75 percent when there is a dependent. The employee may receive additional compensation, not to exceed \$1500 per month, when the services of an attendant are medically established and documented. These services are to be provided by a home health aide, licensed practical nurse or similarly trained individual.

\*\*EffDte: 04/13/2000 MCRT#: 967      Div: D3      Cav:      SecCls:

#### **15-1.9.1      Partial Disability; Loss of Wage-Earning Capacity**

An injured employee who returns to work at a lesser paying position may receive compensation computed on loss of wage-earning capacity when unable to return to his/her position at the date of his/her injury because of partial disability as a result of the injury. The compensation will be paid so long as there is a loss of wage-earning capacity.

**SENSITIVE**

\*\*EffDte: 04/13/2000 MCRT#: 967 Div: D3 Cav: SecCls:

### 15-1.9.2 Scheduled Awards

Compensation is provided for specified periods of time for the permanent loss, or loss of use, of each of certain members, organs, and functions of the body. Compensation for proportionate periods of time is payable for partial loss, or loss of use, of each member, organ or function. The compensation for scheduled awards will equal  $66 \frac{2}{3}$  percent of the employee's pay, and 75 percent of the pay when there is a dependent. Proper and equitable compensation, not to exceed \$3,500, may be paid for serious disfigurement of the face, head or neck. Compensation for loss of wage-earning capacity may be paid after the schedule expires.

\*\*EffDte: 04/13/2000 MCRT#: 967 Div: D3 Cav: SecCls:

### | 15-1.10 Death |(See Legal Attache Manual, Section 4.)|

Burial Expense - A sum, not to exceed \$800, may be paid for funeral and burial expenses. When an employee dies outside of the United States or away from home or official duty station an additional sum may be paid for transporting the remains to the employee's home. An additional sum of \$200 is paid to the personal representative of the decedent for reimbursement of the costs of termination of the decedent's status as an employee of the United States.

\*\*EffDte: 04/13/2000 MCRT#: 967 Div: D3 Cav: SecCls:

#### 15-1.10.1 Dependent Compensation

When there are no children entitled to compensation, the employee's widow or widower may receive compensation equal to 50 percent of the employee's pay until death or remarriage. Upon remarriage, a widow or widower will be paid a lump sum equal to 24 times the monthly compensation being paid on his or her own behalf, except that if such remarriage occurs on or after the age of 55, the lump sum payment will not be made and compensation will continue until the beneficiary's death. When there is a child entitled to compensation, the compensation for the widow or widower will equal 45 percent of the employee's pay plus 15 percent for each child, but not more than 75 percent of the employee's pay. A child is entitled to compensation until he or she dies, marries, or reaches 18 years of age, or, if over 18 and incapable of self-support, becomes capable of

**SENSITIVE**

**Manl-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

self-support. If an unmarried child is a student when reaching 18 years of age, compensation may be continued for as long as the child remains a student or until he or she marries. It may not, however, be continued beyond the end of the semester or enrollment period after the child reaches 23 years of age or has completed four years of school beyond the high school level.

\*\*EffDte: 07/16/2002 MCRT#: 1226 Div: D3

Cav:

SecCls:

### **15-1.10.2 Minimum and Maximum Compensation**

| Maximum compensation for disability may not exceed 75 percent of the monthly pay of the highest step of grade 15 of the General Schedule. | Basic monthly pay does not include locality adjustments. This maximum compensation limit does not apply to disability sustained in the performance of duty which was due to an assault that occurred during an attempted assassination of a federal official. | For total disability, | minimum compensation | may not be less than 75 percent of the monthly pay of the first step of grade 2 of the General Schedule or actual pay, whichever is less. | Minimum compensation for death is computed on a minimum pay equal to the | basic monthly pay of an employee at the | first step of grade 2 of the General Schedule. The total | maximum | compensation may not exceed the employee's pay or 75 percent of the monthly pay of the highest step of grade 15 of the General Schedule, except that compensation | in death cases | is allowed to exceed the employee's monthly pay if such excess is created by authorized cost of living increases.

\*\*EffDte: 04/13/2000 MCRT#: 967 Div: D3

Cav:

SecCls:

### **15-1.11 Vocational Rehabilitation**

| Vocational rehabilitation, job counseling, and placement assistance may be provided | to | an injured employee who is unable to return to usual employment because of permanent disability due to the injury. Additional compensation not to exceed \$200 per month may be paid if it is considered necessary for maintenance when the employee is pursuing an approved training course. Also, an employee will be paid at the rate for total disability while pursuing an OWCP-approved training course.

\*\*EffDte: 07/16/2002 MCRT#: 1226 Div: D3

Cav:

SecCls:

### **15-1.12 Medical Information Needed for Reinstatement (See MIOG, Part 1, 67-3.9.)**

**SENSITIVE**

**SENSITIVE**

**Manl-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

| (1) The Bureau may monitor the employee's medical progress  
| and duty status by obtaining periodic medical reports:

| (a) The form CA-17 is usually adequate for this  
| purpose.

| (b) To aid in returning an injured employee to  
| suitable employment, the employer may also contact the employee's  
| physician in writing to obtain work limitations and consideration of  
| possible light duty assignments.

| (c) The employer may also contact the injured  
| employee at reasonable intervals to request periodic medical  
| reports.

| (2) The Bureau does not have the authority to order an  
| employee or former employee receiving compensation benefits to submit  
| to a medical examination related to the accepted compensable injury  
| for the purposes of re-employment, but the Bureau may offer a medical  
| examination by a Bureau designated physician. The Bureau is obligated  
| to pay for the cost of this examination.

| (3) Where the attending physician or the OWCP notifies  
| the Bureau that the employee is partially disabled (that is, the  
| employee can perform some work but is not able to return to the  
| position held on the date of injury), the employer should act as  
| follows:

| (a) If the employee can perform a specific  
| alternative position that is available at the Bureau, written notice  
| must be provided to the partially disabled employee. The notice must  
| include all items noted in (3)(d) below.

| (b) If the employee can perform restricted or  
| limited duties only, which are not a part of an existing specific  
| position, the Bureau should determine whether an existing job can be  
| modified to accommodate the medical restrictions of the injured  
| employee. If so, the Bureau must advise the employee in writing of  
| the modified position. Such notification must include all items noted  
| in (3)(d) below.

| (c) The employer may make any job offer verbally,  
| but is required to provide the same offer in writing to the employee  
| within two business days of the verbal offer.

| (d) The written job offer must include a description  
| of the duties of the position, the physical requirements of those  
| duties, the date that the position is available and the salary rate of  
| the position. This notice must also include a date by which the  
| employee is required to either return to work or notify the Bureau of  
| his/her decision to accept or refuse the job offer. The Bureau must  
| send a complete copy of any job offer to the OWCP when it is sent to  
| the employee.

| OWCP has the final authority in determining whether any job offer that  
| is within the employee's medical limitations, is suitable.

**SENSITIVE**

SENSITIVE

Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1

---

\*\*EffDte: 04/13/2000 MCRT#: 967 Div: D3

Cav:

SecCls:

### 15-1.13 Buy-back of Leave

(1) When disabled from work, an employee may decide to take sick or annual leave, or both, rather than compensation to avoid possible interruption of income. If the employee elects to take leave and the claim for compensation is subsequently approved, the employee may arrange with the employing agency to buy back the leave used and have it reinstated to the employee's account. The compensation to which he or she is entitled would pay a part of the buy-back cost and the employee is required to pay the balance. The amount the employee will be required to pay will depend on several factors such as the length of the period of disability and the amount of Federal income tax which is withheld from leave pay.

(2) An employee who uses leave and decides to buy it back, may file a claim on Form CA-7 while still in leave status. In the interim, the OWCP will consider and resolve any points at issue. No compensation payments may be paid, however, while the employee is still in leave status. Arrangements to buy back leave must be made with the Bureau.

(3) Under regulations of the Office of Workers' Compensation Programs, Department of Labor, an agency may establish the period in which a request for buy-back of leave will be accepted. Effective June 1, 1979, FBIHQ will not accept buy-back requests for periods which are in excess of three years retroactive. The time period during which a request will be accepted will commence on the last day of leave utilized in connection with the injury.

(4) If an employee buys back regular annual leave which is recredited to a prior leave year, and the recredit causes a leave balance at the end of that leave year to be in excess of the maximum accumulation (240 hours), the excess leave will immediately be forfeited as of the beginning of the leave year following the year to which it is recredited. In situations in which it appears that the Bureau did not inform the employee of the consequences of buying back leave which would be forfeited, the employee can be retroactively returned to an annual leave status to an extent necessary to avoid forfeiture of the repurchased leave. This procedure would also require a refund of compensation payments to OWCP for the period of annual leave.

(5) If repurchase of sick or annual leave is in the same tax year in which the leave was used, the amount is excluded from taxable income for that year.

\*\*EffDte: 04/13/2000 MCRT#: 967 Div: D3

Cav:

SecCls:

SENSITIVE

**SENSITIVE**

Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1

---

### **15-1.14 Third Party Liability**

| (1) If an injury or death for which benefits are payable  
| under the FECA is caused, wholly or partially, by someone other than a  
| federal employee acting within the scope of his or her employment, the  
| injured employee can be required to take action against that third  
| party.

| (2) The OWCP has the right to reimbursement for expenses  
| incurred in a claim from any damages recovered in a case involving  
| third party liability. The recovery of these funds ultimately reduces  
| the "charge-back" amount that the Bureau is required to pay to the  
| OWCP. At the minimum, in the presence of third party liability, the  
| injured employee is required to seek damages for the injury or death  
| from the third party, either through an attorney or on his/her own  
| behalf. He or she must:

| (a) Either initiate a lawsuit within the appropriate  
| statute of limitations period or obtain a written release of this  
| obligation from OWCP or Solicitor or Labor (SOL) unless a recovery  
| is possible through a negotiated settlement prior to filing suit;

| (b) Refuse to settle or dismiss the case for any  
| amount less than the amount necessary to repay OWCP's disbursements  
| without receiving written permission from OWCP or SOL;

| (c) Provide periodic status updates and other  
| relevant information in response to requests from OWCP or SOL;

| (d) Submit detailed information about the amount  
| recovered and the costs of the suit on a "Statement of Recovery" form  
| approved by OWCP; and

| (e) Pay any required refund to OWCP.

\*\*EffDte: 04/13/2000 MCRT#: 967 Div: D3

Cav:

SecCls:

### **15-1.15 Basic Compensation Forms**

FORM #	TITLE
CA-1	Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation
CA-2	Federal Employee's Notice of Occupational Disease and Claim for Compensation
CA-2a	Notice of Employee's Recurrence of Disability and Claim for Pay/Compensation
CA-5	Claim for Compensation by Widow, Widower,

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

and/or Children

CA-5b	Claim for Compensation by Parents, Brothers, Sisters, Grandparents, or Grandchildren
CA-6	Official Superior's Report of Employee's Death
CA-7	Claim for Compensation on Account of Traumatic Injury or Occupational Disease
CA-16	Request for Examination and/or Treatment
CA-17	Duty Status Report
CA-20	Attending Physicians Report
CA-20a	Attending Physicians Supplemental Report

\*\*EffDte: 07/16/2002 MCRT#: 1226 Div: D3

Cav:

SecCls:

### **15-1.16 Penalties**

| (1) Statutory provisions make it a crime to file a false  
| or fraudulent claim or statement in connection with a claim under the  
| FECA, or to wrongfully impede a FECA claim.

| (2) Any person who makes a false statement to obtain  
| federal employees' compensation payments to which he or she is not  
| entitled is subject to criminal prosecution by the Department of  
| Justice.

| (3) In addition, administrative proceedings may be  
| initiated under the Program Fraud Civil Remedies Act of 1986 to  
| impose civil penalties and assessments against persons who make,  
| submit or present or cause to be made, submitted or presented false,  
| fictitious or fraudulent claims or written statements to OWCP under  
| the FECA.

| (4) When a beneficiary of compensation either pleads  
| guilty or is found guilty on either federal or state criminal charges  
| of defrauding the United States government in connection with a claim  
| for benefits, the entitlement to any further compensation benefits is  
| terminated. This termination is permanent and not subject to any  
| subsequent change in the employee's medical condition.

\*\*EffDte: 04/13/2000 MCRT#: 967 Div: D3

Cav:

SecCls:

### **15-2 FEDERAL EMPLOYEES HEALTH BENEFITS|(FEHB)|PROGRAM**

**SENSITIVE**



**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

| The Federal Employees Health Benefits (FEHB) Program, |  
| which became effective at the beginning of the first pay period after |  
| July 1, 1960, gives all eligible government employees an opportunity |  
| to enroll in an approved health benefits plan. The government |  
| contributes a portion of an employee's premium, and the remainder is |  
| paid by the employee through payroll deduction. The amount of the |  
| premium varies depending on the chosen plan and option (i.e., self |  
| only or self and family). |

\*\*EffDte: 07/09/2001 MCRT#: 1117 Div: D3

Cav:

SecCls:

## **| 15-2.1 | Available FEHB Plans and Eligibility**

| (1) Eligible employees have the choice of enrolling in a |  
| fee for service plan or a comprehensive medical plan (often called a |  
| health maintenance organization (HMO) plan). Fee for service plans |  
| reimburse the employee or the health care provider (doctor, hospital, |  
| etc.,) for services covered by the plan, and the employee may choose |  
| any provider at any time (although these plans usually provide |  
| preferred provider options (PPOs) as an incentive to reduce costs). |  
| Fee for service plans available to FBI employees include the |  
| governmentwide Service Benefit Plan sponsored by the national Blue |  
| Cross/Blue Shield organization, the plan sponsored by the Special |  
| Agents Mutual Benefit Association (SAMBA), and a variety of plans |  
| sponsored by unions and other employee organizations. HMOs, on the |  
| other hand, designate the physicians and organizations which will |  
| serve as health care providers to enrollees of those plans, and |  
| provide their services only within defined geographic areas. HMOs |  
| generally have no deductibles and lower copayments than fee for |  
| service plans, since payments to the provider are made on a regular |  
| basis instead of for specific covered services. |

| (2) A comparison chart of the major benefits and premiums |  
| of all FEHB plans and general information about the FEHB program |  
| are included in the U.S. Office of Personnel Management's |  
| (OPM's) Brochure RI 70-1, the Guide to FEHB Plans for Federal Civilian |  
| Employees. The complete description of benefits for each FEHB |  
| plan is described in the individual brochure for that plan. |  
| The RI 70-1, the plan brochures, and Standard Form 2809, the Health |  
| Benefits Registration Form, are available from FBIHQ's Employee |  
| Benefits Unit (EBU) and each division's insurance representative, as |  
| well as on OPM's Internet site. Regardless of which plan an employee |  
| may choose, he/she is not required to take a physical examination, and |  
| he/she (and any eligible family member) is covered without regard to |  
| any preexisting medical condition. (See MAOP, Part 1, 2-7.)

| (3) Employees serving on permanent (i.e., career or |  
| career-conditional) appointments, term appointments, and temporary |  
| appointments in excess of one year's duration are eligible to enroll |  
| in the FEHB program within 60 days after entry on duty, as well as for |  
| the permissible changes cited in section 15-2.4 below. FEHB coverage |  
| is not available to contract employees and those temporary employees

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

| whose appointments are limited to less than one year's duration.  
| Eligible employees may enroll to cover only themselves or both  
| themselves and their eligible family members. Family members eligible  
| to be covered by an FEHB plan include an employee's current spouse and  
| his/her unmarried dependent children under age 22, including  
| stepchildren (if they live with the employee in a regular parent-child  
| relationship), foster children, adopted children, and/or recognized  
| natural children. An employee cannot register to enroll in the FEHB  
| program if he/she is covered through the FEHB registration of another  
| individual.|

\*\*EffDte: 07/09/2001 MCRT#: 1117 Div: D3

Cav:

SecCls:

### **15-2.2 Effective Dates**

| Generally, FEHB enrollments and changes in enrollment  
| become effective on the first day of the first pay period after the  
| pay period in which an authorized FBI official receives the Standard  
| Form 2809 requesting the enrollment or change. The Standard Form 2809  
| may be received either by FBIHQ's EBU or by a field office insurance  
| representative. The effective date of a cancellation made outside the  
| annual FEHB Open Season is the end of the pay period in which the  
| Standard Form 2809 is received by an authorized FBI official. The  
| effective date of enrollments and changes made in conjunction with the  
| annual FEHB Open Season is January 1 of the year following the year in  
| which the Open Season is conducted. The effective date of an  
| enrollment or change made in conjunction with the birth or acquisition  
| of an eligible child is the first day of the pay period in which the  
| child is born or otherwise acquired. Upon an employee's specific  
| written request certifying that there are no longer any family members  
| eligible to be covered in a self and family enrollment, the effective  
| date of a change from self and family to self only made under such  
| circumstances may be retroactive to the first day of the first pay  
| period after the one in which there were no family members eligible  
| for coverage.|

\*\*EffDte: 07/09/2001 MCRT#: 1117 Div: D3

Cav:

SecCls:

### **15-2.3 SAMBA**

| SAMBA offers a fee for service FEHB plan to all FBI  
| employees eligible for coverage in the FEHB program. However, an  
| employee may enroll in the SAMBA plan only if he/she is otherwise  
| eligible to enroll or change an FEHB enrollment due to an event cited  
| in section 15-2.4 below. Coverage under the SAMBA Health Benefit Plan  
| conveys full membership in SAMBA; employees not covered by the SAMBA  
| Health Benefit Plan may enroll in other SAMBA plans (i.e., dental and  
| vision, group term life insurance, accident, disability, etc.), but  
| must pay an associate member's fee of \$1.00 per pay period. In

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

| addition, SAMBA offers a Dependent Health Benefit Plan to employees  
| under the regular SAMBA Health Benefit Plan whose children are  
| unmarried, financially dependent, and between the ages of 22 and 27.  
| This plan is outside the FEHB program and is not a part of the FEHB  
| Temporary Continuation of Coverage (TCC) provisions described in  
| section 15-2.13 below. Additional information pertaining to  
| enrollment, premiums, and benefits of the SAMBA Health Benefit Plan  
| are set forth in the FEHB plan brochure for the SAMBA plan, while  
| additional information pertaining to other SAMBA plans are set forth  
| in the separate SAMBA general brochure. |

\*\*EffDte: 07/09/2001 MCRT#: 1117 Div: D3

Cav:

SecCls:

**| 15-2.4 Permissible Changes |(See 15-2.1 and 15-2.3.)|**

| (1) |An eligible employee not currently enrolled in the  
| FEHB program may enroll when the following events occur:

| (a) Entry on duty, or first eligibility for  
| coverage,

| (b) The annual FEHB Open Season,

| (c) A change in family status (for example,  
| marriage, birth or death of family member, adoption, legal separation,  
| divorce, acquisition of child, or issuance of a court or  
| administrative order requiring coverage for eligible children),

| (d) A change in employment status (for example,  
| reemployment after a break in service of more than three days, return  
| to pay status following a loss of coverage due to expiration of 365  
| days of nonpay status, or termination of coverage during nonpay  
| status, restoration to a civilian position after military service,  
| change in type of appointment from temporary to a type eligible for  
| FEHB participation, or a change to or from a part-time tour of duty),

| (e) Separation from federal employment when either  
| the employee or the employee's spouse is pregnant,

| (f) A transfer to or from a post of duty outside the  
| 50 United States,

| (g) A loss of coverage by either the employee or an  
| eligible family member under either FEHB or another group insurance  
| plan (for example, loss of coverage under another FEHB enrollment due  
| to termination, cancellation, or change to self only of the covering  
| enrollment, loss of coverage under another federal health insurance  
| plan such as TRICARE, loss of membership in an employee organization  
| plan when employee is no longer a member of the organization, loss of  
| coverage under Medicaid or similar state-sponsored program, or a loss  
| of coverage for any reason under a nonfederal health plan),

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

(h) The employee's spouse's loss of coverage under a nonfederal health plan when the spouse follows an employee who moves out of the previous home area to accept another federal position, or

(i) A temporary employee completing one year of continuous service, thereby making him/her eligible for FEHB participation.

(2) In addition to the above, an employee who is already enrolled in an FEHB plan may change plans, or may change from self only to self and family under the same plan, when the following events occur:

(a) An employee, or eligible family member, loses coverage due to the discontinuance, in whole or in part, of his/her FEHB plan,

(b) An employee, or eligible family member, moves out of the geographic servicing area of the HMO covering them,

(c) An employee becomes eligible for Medicare (this change may only be made once in a lifetime),

(d) An enrolled temporary employee receives a salary insufficient to make withholdings for the FEHB plan in which he/she is enrolled, or

(e) An employee enrolled in a self only plan receives a court or administrative order requiring a change to a self and family plan serving the area where his/her children live, in order to provide health insurance coverage for his/her children.

(3) An employee may cancel his/her enrollment or, if enrolled for self and family, may change to self only at any time, provided he/she is not under court or administrative order to maintain a self and family plan to provide coverage for his/her children. In such an event, and if FBIHQ receives a qualifying court order on or after October 30, 2000, EBU may deny the requested change. If such a change was inadvertently processed by the FBI, EBU may change the enrollment back to self and family (if the plan serves the area where the children live), or may change the enrollment to the standard self and family enrollment of the Service Benefit Plan (if the employee's own plan does not serve the area where the children live), provided that the employee does not make the appropriate change on his/her own within one pay period after receiving written notice from EBU of the obligation to comply with the order. If otherwise eligible, a cancellation or change to self only could result in loss of pretax treatment of FEHB premiums (i.e., premium conversion), unless the change is made in conjunction with a qualifying life event (see section 15-2.14).

(4) The Notice of Change in Enrollment Status form (Standard Form 2810) is for the exclusive use of FBIHQ personnel to give official notice to employees and carriers of enrollment actions and must not be completed and/or submitted by a field office representative.

**SENSITIVE**

SENSITIVE

Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1

---

| (5) | The enrollment of an employee continues without change when an individual enters the service of the Bureau from another government agency without a break in service of more than three calendar days provided the employee was not previously enrolled in an HMO not covered by the new geographic area, or in a plan sponsored by an employee organization of which the employee is no longer eligible for membership. In such a circumstance, the employee should register again by completing a new SF-2809.

\*\*EffDte: 07/09/2001 MCRT#: 1117 Div: D3 Cav: SecCls:

### 15-2.5 Nonpay Status

| (1) Employees in any type of nonpay status (including military service, suspension, absence without leave, or approved leave without pay) may terminate their FEHB coverage during nonpay status, or they may continue their FEHB coverage for up to 365 consecutive days of nonpay status and have both the employee share and the government share of their health insurance premiums paid by the Bureau. However, employees who choose continued coverage must reimburse the Bureau for the employee share by either submitting payments for health benefits coverage to the FBIHQ Payroll Unit or having the accumulated premiums withheld from pay upon return to pay status.

| (2) Deleted

\*\*EffDte: 07/09/2001 MCRT#: 1117 Div: D3 Cav: SecCls:

### | 15-2.6 Deleted

\*\*EffDte: 07/09/2001 MCRT#: 1117 Div: D3 Cav: SecCls:

### | 15-2.7 Deleted

\*\*EffDte: 07/09/2001 MCRT#: 1117 Div: D3 Cav: SecCls:

### | 15-2.8 Retirement |(See 15-2.9.)|

| (1) Employees who retire are eligible to continue their FEHB enrollments into retirement if they meet all of the following requirements: be enrolled in a health benefits plan at the time of retirement; retire on an immediate annuity (including an optional,

SENSITIVE

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

| discontinued, or disability retirement); and|have been continuously  
| enrolled for health benefits during all service since|either the|first  
| opportunity to enroll or for the five years of service immediately  
| preceding|retirement.|

| (2) |When an employee is eligible to continue his/her  
| enrollment into retirement, FBIHQ will prepare the appropriate  
| documents to transfer his/her enrollment to the Office of Personnel  
| Management (OPM) under the Civil Service Retirement System (CSRS) or  
| Federal Employees Retirement System (FERS), as appropriate.|

\*\*EffDte: 07/09/2001 MCRT#: 1117 Div: D3 Cav: SecCls:

### **| 15-2.9 |Reemployed Annuitants**

| CSRS and FERS annuitants who are reemployed in the Bureau  
| and who had their FEHB coverage transferred to OPM at the time they  
| retired may continue their health insurance as retirees, and need not  
| re-register for FEHB coverage upon returning to duty. CSRS and FERS  
| annuitants who either lose their annuities upon reemployment or who  
| did not meet the five-year participation requirement for continuing  
| FEHB coverage after retirement may re-register for FEHB coverage upon  
| returning to duty, provided they have been appointed in positions  
| eligible for FEHB coverage. In addition, a CSRS or FERS annuitant may  
| ask OPM to transfer his/her FEHB coverage back to the Bureau upon  
| reemployment in order to participate in the premium conversion (i.e.,  
| pre-tax treatment of premiums) program. Reemployed annuitants who  
| are covered by the FEHB program as employees may have their FEHB  
| coverage transferred to OPM upon final separation, provided they meet  
| the five-year participation requirement in section 15-2.8 above.|

\*\*EffDte: 07/09/2001 MCRT#: 1117 Div: D3 Cav: SecCls:

### **15-2.10 Survivors**

| A survivor of an enrolled employee or annuitant is  
| eligible to continue|FEHB coverage after the death of the employee or  
| annuitant if the employee or annuitant was enrolled for self and  
| family at the time of death, and if at least one member of the family  
| (i.e., the current spouse or any eligible child) is entitled to a  
| survivor benefit under CSRS or FERS (either a continuing annuity or  
| the FERS Basic Employee Death Benefit). Continued coverage for all  
| eligible family members will be automatic when the title to the  
| qualifying survivor benefit is established, provided the above  
| qualifications are met. If the survivor benefit is insufficient to  
| pay the monthly FEHB premium, the eligible survivor may establish a  
| direct payment plan with OPM to continue the FEHB coverage.|

\*\*EffDte: 07/09/2001 MCRT#: 1117 Div: D3 Cav: SecCls:

**SENSITIVE**

### 15-2.11 Federal Employees' Compensation Act

An employee or former employee who receives benefits under the Federal Employees' Compensation Act is eligible to continue enrollment if all of the following requirements are met: is enrolled in a health benefits plan at the time compensation starts; has been continuously enrolled for health benefits during all of service since first opportunity to enroll, or for the five years of service immediately preceding the start of compensation under the Federal Employees' Compensation Act, or, from on or before December 31, 1964, until the start of compensation; receives "monthly compensation"; and is determined by the Secretary of Labor to be unable to return to duty.

\*\*EffDte: 10/27/1986 MCRT#: 0 Div: D3 Cav: SecCls:

### | 15-2.12 Civil Service Retirement Spouse Equity Act

| The Civil Service Retirement Spouse Equity Act of 1984 and  
| the Federal Employees Benefits Improvement Act of 1986 amended the  
| Federal Employees Health Benefits Act to permit certain former spouses  
| of civil service employees, former employees and annuitants to enroll  
| in a health benefit plan under the Federal Employees Health Benefits  
| Program (FEHBP). Former spouses who are eligible for health benefits  
| must pay both the employee's and the Government's share of the premium  
| and must register to enroll in the program with the agency where the  
| employee is or was employed at the time the marriage was dissolved.|

\*\*EffDte: 10/27/1986 MCRT#: 0 Div: D3 Cav: SecCls:

#### 15-2.12.1 Conversion Rights and Temporary Extension of Coverage

The former spouse of an employee is covered for health benefits for 31 days after divorce with the right to convert to a nongroup plan. To prevent loss of health benefits coverage, the former spouse may desire to convert to the nongroup policy with the employee's health benefit carrier while waiting for health benefits eligibility under the Spouse Equity Act to be established and the enrollment to become effective. | Since the National Finance Center sends information to carriers on the first and fifteenth of each month and it takes insurance carriers at least two weeks after receipt to establish enrollees on their systems, enrollees should prepare for the delay between the time they sign up for insurance and the time they receive their identification cards from the carriers. Enrollees | should stock up on needed medication and make doctor appointments

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

| during the 31-day extension of coverage. (See MAOP, Part I, 15-2.13.3  
| (3).)|

\*\*EffDte: 12/16/1993 MCRT#: 171 Div: D3

Cav:

SecCls:

### **15-2.12.2 Eligibility Requirements for Health Benefits**

The former spouse must meet the following requirements to be eligible to enroll in a health benefit plan:

(1) The former spouse must not have remarried before age 55;

(2) The former spouse must have been covered as a family member in an FEHBP plan at some time during the 18 months preceding the date of the dissolution of marriage; and,

(3) The former spouse must provide evidence of future entitlement to any of the following benefits:

(a) A portion of the employee's annuity based on a qualifying court order under Title 5, United States Code (USC), Section 8345 (j), which requires that the Office of Personnel Management (OPM) shall pay (in part or in whole) another person other than the employee, if and to the extent expressly provided for in the terms of any court decree of divorce, annulment, or legal separation, or the terms of any court order or court-approved property settlement agreement incident to such court decrees.

(b) Survivor annuity benefits based on a qualifying court order under Title 5, USC, Section 8341 (h), which states that a former spouse of a deceased employee, member, or annuitant is entitled to a survivor annuity if and to the extent expressly provided for in an election under Section 8339 (j)(3), or in terms of any decree of divorce, annulment, court order, or court-approved property settlement agreement incident to such decree.

(c) A survivor annuity elected by the employee under Title 5, USC, Section 8339 (j)(3), which refers to an election to provide survivor annuity to a former spouse which shall be made at the time of retirement or, if later, within two (2) years after the date the marriage to the employee or member is dissolved, subject to a deposit in the fund by the retired employee or member, within a two-year period, the amount to be determined by the OPM. An election under this paragraph shall not be effective if it conflicts with any court order or decree or in case an employee or member has remarried; then the spouse's written consent is required.

(4) A special eligibility rule exists for a former spouse who was married to an employee who retired prior to May 7, 1985. Such a former spouse must not be remarried before age 55 and must have been enrolled in a health benefits plan as a family member at any time

**SENSITIVE**



**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

during the 18 months preceding the dissolution of marriage. Additionally, it is required that either the employee annuitant elected before May 9, 1986, to provide a survivor annuity to the former spouse, or the former spouse satisfies all the following conditions:

- (a) the former spouse's marriage to the retiree was dissolved after September 14, 1978;
- (b) the former spouse was married to the retiree for at least 10 years of the retiree's creditable civilian service;
- (c) the former spouse is not receiving any other employer-produced retirement or survivor annuity;
- (d) the spouse has not married before reaching age 55;
- (e) the former spouse applies to OPM for a survivor annuity before May 9, 1987; and
- (f) the former spouse is at least 50 years old when filing the application.

(5) A special eligibility rule also exists for a former spouse who was married to an employee who died prior to May 7, 1985. Such a person is eligible for enrollment if (1) the deceased employee had been eligible for an immediate annuity on or before the date of death; (2) the former spouse has not remarried before the age of 55; (3) the former spouse was enrolled as a family member in an FEHBP health benefits plan at any time during the 18 months preceding the dissolution of marriage; and (4) the former spouse satisfies all the conditions for a survivor annuity described above.

(6) A former spouse of an employee who separates from Federal service before becoming eligible for immediate annuity is eligible to enroll only if the marriage to the former employee was dissolved before the employee left Federal service.

| (7) When a former spouse who has continued coverage remarries during the 36 months following the divorce or annulment, he/she is eligible for temporary continuation of coverage. This coverage expires on the same date it would have expired if the person had never been eligible for coverage under the spouse equity provisions.

\*\*EffDte: 12/16/1993 MCRT#: 171 Div: D3 Cav: SecCls:

### **||15-2.12.3 Procedure for Establishing Eligibility**

| (1) OPM will determine the former spouse's entitlement to a survivor annuity or a portion of the employee's retirement annuity

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

| as a prerequisite to the former spouse's eligibility to enroll in the  
| FEHBP. The former spouse should send a written request to the Office  
| of Personnel Management, Compensation Group, Office of Retirement  
| Programs, Post Office Box 17, Washington, D.C. 20044, for the  
| determination. The former spouse should include a certified copy of  
| the court order, the employee's or retiree's name, date of birth,  
| social security number, the last employing agency and, if applicable,  
| the date of retirement.

| (2) After reviewing the information provided by the  
| former spouse, OPM will send the former spouse a written decision  
| concerning the former spouse's entitlement to a future survivor  
| annuity. The former spouse must submit a copy of OPM's decision to  
| Headquarters along with a copy of the divorce decree. Upon receipt,  
| the employee's file will be reviewed to determine if the former spouse  
| was covered as a family member in an FEHBP plan at any time during the  
| 18 months preceding the date of dissolution of marriage, to verify the  
| former spouse's age, and if under age 55, that he or she has not  
| remarried. The former spouse is required to certify that the  
| qualifications for eligibility to enroll have been met and that the  
| former spouse will notify the employing office within 31 days of an  
| event that disqualifies eligibility.|

\*\*EffDte: 10/27/1986 MCRT#: 0      Div: D3      Cav:      SecCls:

#### **||15-2.12.4 Registration Procedures**

| If it is determined that the former spouse is eligible,  
| the former spouse will be advised and furnished the appropriate  
| information. To enroll, the former spouse should complete the Health  
| Benefits Registration Form (SF-2809), using his or her own name, date  
| of birth and social security number. The name, date of birth, and  
| social security number of the employee, former employee or annuitant  
| should be entered in the "Remarks" section of the SF-2809. A  
| certification must be obtained from the former spouse that the  
| employing office will be notified within 31 days of an event which  
| would terminate eligibility.|

\*\*EffDte: 10/27/1986 MCRT#: 0      Div: D3      Cav:      SecCls:

#### **||15-2.12.5 Denial of Enrollment**

| If it is determined that the former spouse is ineligible  
| for health benefit coverage, the former spouse will be notified in  
| writing and furnished the reason for the denial. The former spouse  
| will be advised in writing of the right to request OPM's  
| reconsideration of the denial within 31 days of the date of the letter  
| stating that coverage has been denied. The former spouse should send  
| a request to the Office of Personnel Management, Compensation Group,

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPPI MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

| Office of Insurance Programs, Program Coordination and Control, Post  
| Office Box 436, Washington, D.C. 20044.|

\*\*EffDte: 10/27/1986 MCRT#: 0      Div: D3      Cav:      SecCls:

**||15-2.12.6 Office Where Former Spouse Must Enroll|(See MAOP, Part I, 15-2.13.3(3).)|**

(1) Former spouses who are receiving payment of survivor annuity or a portion of an employee annuity from OPM must enroll through OPM and pay premiums directly to OPM. Former spouses whose marriages dissolved after the employee retired must also register with and pay premiums to OPM.

(2) Former spouses who have future entitlement to a survivor annuity or portion of an employee annuity but are not yet receiving them, must register with and pay premiums to the|National Finance Center.|

\*\*EffDte: 12/16/1993 MCRT#: 171      Div: D3      Cav:      SecCls:

**||15-2.12.7 Time Limitation for Enrollment**

| An eligible former spouse must apply for health benefits  
| coverage by the latest of the following dates:

| (1) February 27, 1987; or

| (2) within 60 days after the dissolution of the marriage,  
| or if the marriage is dissolved after retirement, 60 days after the  
| dissolution or after the retired employee elects to provide a survivor  
| annuity for the former spouse; or

| (3) within 60 days after the employee annuitant elects to  
| provide a former spouse annuity or after OPM notice of entitlement to  
| a former spouse annuity.|

\*\*EffDte: 10/27/1986 MCRT#: 0      Div: D3      Cav:      SecCls:

**||15-2.12.8 Choice of Plan**

| A former spouse may enroll in either of the two  
| Governmentwide plans (Service Benefit Plan and Indemnity Benefit  
| Plan), the employee organization plans or the comprehensive medical  
| plans which are available for a specific geographical area. The

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

| former spouse is not restricted to the same plan that the employee  
| enrolled under prior to the divorce. To enroll in an employee  
| organization plan, the former spouse must become a member of the  
| sponsoring organization and pay the annual or one-time only membership  
| dues. Former spouses who enroll in the SAMBA Health Benefit Plan are  
| not eligible for the various insurance programs offered by SAMBA. |

\*\*EffDte: 10/27/1986 MCRT#: 0      Div: D3      Cav:      SecCls:

### **| |15-2.12.9 Type of Enrollment**

|            A former spouse who is eligible to enroll in the FEHBP may  
| elect coverage for self only or for self and family. A family  
| enrollment covers only the former spouse and any unmarried dependent  
| natural or adopted children of the former spouse and the employee,  
| former employee or annuitant, provided the child is not also covered  
| by another FEHBP enrollment. To be eligible for coverage a child must  
| be single and under age 22. An unmarried child over age 22 who is  
| incapable of self-support because of a mental or physical disability  
| existing before age 22 is eligible for coverage. |

\*\*EffDte: 10/27/1986 MCRT#: 0      Div: D3      Cav:      SecCls:

### **| |15-2.12.10 Effective Date of Enrollment**

|            The effective date of the former spouse's enrollment will  
| be the first day of the pay period beginning more than 30 days after  
| the employing office receives the SF-2809 and satisfactory proof of  
| eligibility. |

\*\*EffDte: 10/27/1986 MCRT#: 0      Div: D3      Cav:      SecCls:

### **| |15-2.12.11 Payment of Premiums|(See MAOP, Part I, 15-2.13.3(3).)|**

|            The former spouse must submit payment (both the employee's  
| and Government's share) of the premiums|on a monthly basis to the  
| National Finance Center. | If the|National Finance Center|does not  
| receive payment by the due date, the former spouse will be notified  
| that coverage will be cancelled if payment is not paid within 15 days  
| after receipt of the notice which is sent by certified mail, return  
| receipt requested. The effective date of a termination for failure to  
| pay premiums within the time frame is the last day of the pay period  
| for which payment has been received. Once the enrollment is  
| cancelled, the former spouse will not be entitled to the temporary  
| extension of coverage for conversion, cannot convert to an individual

**SENSITIVE**

contract, and cannot reenroll.

\*\*EffDte: 12/16/1993 MCRT#: 171 Div: D3 Cav: SecCls:

### **||15-2.12.12 Opportunities to Change Enrollment**

| The following events will allow the former spouse to  
| enroll or change enrollment:

| (1) A former spouse may change enrollment to self only at  
| any time. If a former spouse changes enrollment to self only, any  
| family members who lose coverage are not entitled to the temporary  
| extension of coverage for conversion, and may not convert to an  
| individual contract.

| (2) The former spouse may make an enrollment change  
| during open season or upon the occurrence of one of the following  
| events, in accordance with regulations issued by OPM:

- | (a) birth or acquisition of a child,
- | (b) move from an area served by a comprehensive  
| medical plan,
- | (c) termination by an employee organization plan,
- | (d) termination of plan in which enrolled,
- | (e) eligibility for Medicare,
- | (f) change from self only to self and family if an  
| eligible child loses coverage under another FEHBP enrollment.

\*\*EffDte: 10/27/1986 MCRT#: 0 Div: D3 Cav: SecCls:

### **||15-2.12.13 Cancellation of Enrollment by Former Spouse**

| A former spouse may cancel enrollment at any time by  
| executing an SF-2809. The coverage will be cancelled the last day of  
| the pay period following the pay period in which the SF-2809 is  
| received. However, once the enrollment is cancelled, the former  
| spouse and family members, if any, are not entitled to the temporary  
| extension of coverage for conversion and cannot convert to an  
| individual contract for health benefits. Once the enrollment is  
| cancelled, the former spouse may not enroll.

\*\*EffDte: 10/27/1986 MCRT#: 0 Div: D3 Cav: SecCls:

**| 15-2.12.14 Termination of Enrollment|(See MAOP, Part I, 15-2.13.1(3).)|**

Upon terminating an enrollment, the former spouse will be furnished a copy of the SF-2810. The former spouse has 36 months in which to convert to nongroup coverage if eligible under temporary continuation of coverage. At the end of the 36 months, the former spouse has an additional 31 days to convert his/her coverage. Once a former spouse's enrollment has been terminated, the former spouse may not reenroll. A former spouse's enrollment terminates, subject to the temporary extension of coverage for conversion, at midnight of the last day of the pay period in which the earliest of the following events occurs:

(1) Qualifying court order ceases to provide entitlement to survivor annuity or a portion of retirement annuity under a retirement system for Government employees.

(2) Former spouse remarries before age 55.

(3) Former spouse remarries the employee, separated employee, or annuitant on whose service the benefits are based.

(4) Former spouse dies.

(5) Employee on whose service the benefits are based dies, and no survivor annuity is payable.

(6) Separated employee, on whose service the benefits are based dies before meeting the requirements for a deferred annuity.

(7) Employee on whose service benefits are based leaves Federal service before establishing title to a deferred annuity.

(8) OPM refunds retirement contributions to the separated employee on whose service the health benefits are based.

\*\*EffDte: 12/16/1993 MCRT#: 171 Div: D3 Cav: SecCls:

**| 15-2.12.15 Termination of Coverage of Family Members**

The coverage of a family member of a former spouse terminates, subject to the temporary extension of coverage for conversion, at midnight of the earlier of the following dates:

(1) The day on which the individual ceases to be a member of the family (family members who lose coverage because the former spouse cancels have no temporary extension or conversion rights);

(2) The day the former spouse ceases to be enrolled.

\*\*EffDte: 10/27/1986 MCRT#: 0 Div: D3 Cav: SecCls:

## **||15-2.13 Temporary Continuation of Coverage**

|           On December 27, 1989, the Office of Personnel Management  
| (OPM), issued implementing regulations to Title II of Public Law 100-  
| 654, "Federal Employees Health Benefits Program (FEHB) Amendments Act  
| of 1988." These regulations went into effect on January 1, 1990, to  
| provide for the temporary continuation of health benefits coverage for  
| certain individuals who lose their coverage. These include former  
| employees who separate from the Bureau, children of Bureau employees  
| or annuitants who lose their status as family members, and certain  
| former spouses of employees or annuitants who lose their status as  
| family members.|

\*\*EffDte: 12/16/1993 MCRT#: 171   Div: D3                   Cav:           SecCls:

### **||15-2.13.1 Eligibility Requirements and Length of Coverage**

|           (1) Three groups of individuals are eligible for  
| temporary continuation of coverage based on the following qualifying  
| events:

|           (a) Employees who separate from service (voluntarily  
| or involuntarily) unless the separation is due to gross misconduct and  
| would not otherwise be eligible for continued coverage.

|           (b) Children who were covered under an employee's,  
| former employee's or an annuitant's enrollment, but no longer meet the  
| requirements for coverage. This includes children who:

- |                   1. marry before reaching age 22
- |                   2. reach age 22
- |                   3. lose status as stepchildren or foster  
| children
- |                   4. not recognized as natural children
- |                   5. disabled children age 22 or older who marry,  
| recover from their disability, or become self-supporting

|           (c) Former spouse who was enrolled in an FEHB plan  
| as a family member at some time during the 18 months before the  
| marriage ended and has since remarried before reaching age 55, or is  
| otherwise not entitled to a portion of the employee or annuitant's  
| annuity benefit or a survivor benefit based on the employee or  
| annuitant's service.

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

| (2) Individuals who ARE NOT eligible for temporary  
| continuation of coverage include:

| (a) Family members who lose coverage when an  
| employee changes to self only or cancels coverage.

| (b) Employees who lose coverage after 12 months in a  
| nonpay status.

| (c) Civil Service Retirement System (CSRS)  
| annuitants and survivor annuitants who lose coverage because their  
| annuities are insufficient to cover premiums.

| (d) Annuitants who annuities terminate. This  
| applies primarily to disability annuitants whose annuities stop  
| because of recovery or restoration to earning capacity.

| (e) Compensationers who lose coverage because their  
| compensation terminates.

| (f) Survivor annuitants whose annuities terminate,  
| unless the terminating event is one that allows temporary continuation  
| of FEHB coverage.

| (g) Employees who transfer to a position that is  
| excluded from FEHB coverage by law.

| (h) Widow(er)s and children who lose coverage  
| because of the death of an employee or annuitant and who are not  
| eligible for survivor benefits.

| (i) Children whose survivor annuities stop because  
| they are no longer students.

| (j) Employees who separate from the Bureau due to  
| gross misconduct cannot participate.

| (3) The length of temporary coverage for individuals is  
| as follows:

| (a) Former employees - 18 months after the date of  
| separation from service.

| (b) Children and former spouses of employees and  
| annuitants - 36 months after the date of the change in status.

| (c) Children and former spouse of former employees  
| with temporary continuation of coverage - 36 months after the date the  
| employee separated from the Bureau. (See MAOP, Part I, 15-2.12.14.)|

\*\*EffDte: 12/16/1993 MCRT#: 171 Div: D3

Cav:

SecCls:

**SENSITIVE**



**SENSITIVE**

**Manl-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

**| 15-2.13.2 Notification of Eligibility**

| (1) Eligible individuals have 60 days from the time they  
| lose coverage to notify Employee Benefits Unit (EBU) that continuation  
| of temporary coverage is desired. If the EBU is not notified of a  
| child or former spouse's eligibility for temporary continuation of  
| coverage within the 60-day time limit, the OPPORTUNITY to elect  
| coverage ENDS 60 days after the qualifying event in the case of a  
| child and 60 days after the change in status in the case of a former  
| spouse unless circumstances beyond the enrollee's control occurs which  
| prevent him/her from advising of the qualifying event within the  
| appropriate time frame. HOWEVER, A LACK OF KNOWLEDGE OF THE  
| REGULATIONS DOES NOT CONSTITUTE CAUSE BEYOND HIS/HER CONTROL.

| (2) Separating employees will be notified by the employee  
| conducting the exit interview of their opportunity to elect temporary  
| continuation of coverage no later than 30 days after their coverage  
| ends. Former employees must submit their election of continued  
| coverage to the EBU within 60 days after the date of separation.

| (3) In the case of children who become eligible, the  
| covered employee has the responsibility of notifying EBU of the change  
| in the child's status within 60 days after the event that caused the  
| loss of coverage. EBU will send an enrollment form and pertinent  
| literature. The child MUST respond within 60 days after the  
| qualifying event or notification by the Bureau to elect coverage in  
| order to ensure temporary continuation of coverage.

| (4) If a former spouse becomes eligible for temporary  
| continuation of coverage, EITHER THE EMPLOYEE OR THE FORMER SPOUSE  
| must notify EBU within 60 days after the change in status. Within 14  
| days EBU will contact this individual with a detailed explanation of  
| the program and enrollment procedures. The former spouse must submit  
| the election of continued coverage within 60 days after the later of  
| the date of qualifying event, date coverage under spouse equity  
| provisions is lost, or within 60 days from date notification from the  
| Bureau was received.

\*\*EffDte: 12/16/1993 MCRT#: 171 Div: D3

Cav:

SecCls:

**| 15-2.13.3 Enrollment and Payment of Premiums**

| (1) To enroll, the eligible individual should complete an  
| SF-2809, Health Benefits Enrollment Form. An individual electing  
| continued coverage may enroll in any plan or option for which he or  
| she is eligible, not necessarily the plan they were in at the time  
| they became eligible for temporary continuation of coverage. After  
| their initial enrollment, individuals may change enrollment during the  
| FEHBP "Open Season" or when there is an event which allows a change in  
| enrollment.

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

(2) Individuals must pay the full cost of the premium (theirs and the Government's share), plus a 2 percent administrative charge. Once eligibility has been established and enrollment is allowed, EBU will send all necessary materials required for processing to the United States Department of Agriculture, National Finance Center, New Orleans, Louisiana. The Center will establish and maintain enrollee's accounts, perform billing and collection functions, respond to inquiries, and make other appropriate determinations such as cancellation of enrollments and eligibility to make other changes in enrollments.

(3) National Finance Center (NFC) (See MAOP, Part I, 15-2.12.1, 15-2.12.6, 15-2.12.11.)

(a) The NFC acts as the central processing office for collection of premiums and the administrative fee. NFC will issue coupons directly to the enrollee for payment of monthly premiums, conduct open season each year for eligible enrollees, perform billing and collection functions, generate termination or cancellations of enrollees, correspond with enrollees regarding the Direct Premium Remittance System, and maintain computer system operations regarding this program.

(b) Since the NFC sends information to insurance carriers on the first and fifteenth of each month and it takes carriers at least two weeks after receipt to establish enrollees on their systems, enrollees should prepare for the delay between the time they sign up for insurance and the time they receive their identification cards from the carriers. Enrollees should stock up on needed medication and make doctor appointments during the free 31-day extension of coverage.

(c) Enrollees should be aware coverage is retroactive to the 32nd day after termination of regular group coverage. If there are delays in notification and processing of enrollment forms, enrollees may have to pay a sizeable LUMP SUM PAYMENT at the time of the first billing for coverage.

\*\*EffDte: 12/16/1993 MCRT#: 171 Div: D3

Cav:

SecCls:

### **||15-2.13.4 Changing Enrollment**

(1) Enrollees may change their enrollment from self and family to self only at any time. If an enrollee changes to self only, family members who lose coverage are entitled to the free 31-day temporary extension of coverage before conversion to an individual contract.

(2) Enrollees may change coverage during open season or upon the occurrence of one of the following events: change in family status; change to self alone; move from area served by comprehensive

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

| plan, termination of an employee organization plan, termination of the  
| plan in which enrolled, eligibility for Medicare coverage, or child's  
| coverage under another enrollment ends. |

\*\*EffDte: 12/16/1993 MCRT#: 171 Div: D3

Cav:

SecCls:

### **||15-2.13.5 Termination of Enrollment**

| (1) Former employees and family members who lose coverage  
| other than by cancellation (including cancellation by nonpayment of  
| premiums) or discontinuance of the plan have a 31-day temporary  
| extension of coverage for the purpose of converting to a nongroup  
| contract with their health benefits plan. This is true even when they  
| also have the right to elect temporary continuation of FEHB coverage.  
| The first 31 days of the period of eligibility for coverage under  
| Public Law 100-654 run simultaneously with the 31-day temporary  
| extension of coverage. If they elect continued coverage under Public  
| Law 100-654, their enrollment charges begin on the day after the free  
| 31-day temporary extension of coverage ends. If they elect temporary  
| continuation of FEHB coverage instead of conversion policy, they have  
| another 31-day extension of coverage (with no cost to them) and  
| another opportunity to convert to nongroup coverage when the temporary  
| continuation ends (unless it ends due to cancellation or  
| discontinuance of the plan).

| (2) An enrollee may cancel his/her enrollment at any  
| time. However, once canceled, neither the enrollee nor any family  
| member covered by the enrollment will be entitled to a 31-day  
| extension of coverage for conversion to a nongroup plan. In addition,  
| once canceled, the former enrollee cannot reenroll.

| (3) If an enrollee does NOT make payments to the NFC  
| within the specified time frame, he/she is considered to have  
| voluntarily canceled his/her enrollment effective with the last day  
| for which premiums were paid. Enrollees whose coverage is canceled by  
| nonpayment of premiums may NOT reenroll or be reinstated unless they  
| were prevented by circumstances beyond their control from making  
| payment within the specified time frame.

| (4) An enrollee whose coverage is canceled due to  
| nonpayment of premiums is NOT entitled to the free 31-day temporary  
| extension of coverage NOR to conversion to an individual contract.

| (5) Enrollment ends either because the period of  
| temporary continuation expires or enrollee cancels enrollment  
| (including cancellation by nonpayment of premiums). If the enrollment  
| ends because of expiration of the period of temporary continuation of  
| coverage, the enrollee IS entitled to free 31-day temporary extension  
| before conversion to an individual contract.

| (6) Coverage of family members ends when the covering  
| enrollment ends or when the person ceases to meet the requirements for

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

| being considered a family member. A family member who loses the  
| continued coverage for any reason other than cancellation of the  
| covering enrollment (including cancellation by nonpayment of premiums)  
| IS entitled to the 31-day extension of free coverage before conversion  
| to an individual contract.|

\*\*EffDte: 12/16/1993 MCRT#: 171 Div: D3

Cav:

SecCls:

## **| 15-2.14 Pre-Tax FEHB Premium Payments (Premium Conversion)**

| (1) As of the first pay period after October 1, 2000,  
| employees covered by FEHB plans will have their health insurance  
| premiums withheld from their paychecks before taxes are applied to the  
| remainder of their salaries. Legally speaking, a Bureau employee  
| allots a part of his/her salary back to the FBI under this procedure;  
| the Bureau in turn pays the employee's share of his/her FEHB premium  
| without that share being subject to federal, state, or social security  
| taxes (of course, the Bureau still pays the government's share of the  
| premium as well). This is known as "premium conversion" and is  
| authorized by part 892 of Title 5, Code of Federal Regulations, and by  
| section 125 of the Internal Revenue Code.

| (2) All FEHB-covered employees are eligible to participate  
| in premium conversion, and it is automatic unless an employee elects  
| not to participate by submitting a signed document to the Employee  
| Benefits Unit, Administrative Services Division. An employee may  
| submit such a document only at his/her initial enrollment in the FEHB  
| program, at the initial premium conversion offering in September 2000,  
| within 60 days after experiencing a qualifying life event (QLE), or at  
| the annual FEHB Open Season. As premium conversion is otherwise  
| automatic, no signed document will need to be submitted in order to  
| elect to participate in premium conversion, except when an employee  
| chooses to return to premium conversion during an Open Season or  
| following a QLE after previously waiving participation.

| (3) An employee may decline participation in premium  
| conversion, or return to participation if he/she previously declined,  
| in conjunction with a QLE even if the employee does not make a change  
| in his/her FEHB enrollment due to the QLE. Any election to decline,  
| or return to, premium conversion is effective prospectively: on the  
| effective date of an Open Season change for declinations/elections  
| filed in conjunction with the Open Season, and on the first day of the  
| first pay period after receipt in the employing office for  
| elections/declinations made in conjunction with a QLE. A QLE is  
| defined as:

| (a) Addition of a dependent

| (b) Birth or adoption of a child

| (c) Changes in entitlement to Medicare or Medicaid for  
| an employee and/or the employee's spouse or dependent

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

- | (d) Change in work site
- | (e) Change in the employee's, spouse's, or dependent's  
| employment status from full-time to part-time, or the reverse
- | (f) Death of the employee's spouse or dependent
- | (g) Divorce or annulment
- | (h) Loss of a dependent
- | (i) Marriage
- | (j) Significant change in the employee's or spouse's  
| health coverage related to the spouse's employment
- | (k) Start or end of an unpaid leave of absence for  
| either the employee or his/her spouse
- | (l) Start or end of a spouse's employment
- | (4) An employee who is participating in premium conversion  
| may elect to cancel his/her enrollment or change from self-and-family  
| to self-only coverage either at the annual FEHB Open Season or in  
| conjunction with, and consistent with, a QLE.
- | (5) An employee who is placed in nonpay status may continue  
| participation in premium conversion if he/she (1) elects to prepay  
| his/her share of the FEHB premium to the Finance Division before  
| nonpay status begins, or (2) elects to pay his/her share of the FEHB  
| premium to the Finance Division through direct "catch-up" payroll  
| withholding after he/she returns to pay status. An employee who  
| elects to pay his/her share of the FEHB premium to the Finance  
| Division through direct periodic payments while in nonpay status will  
| not have those payments subject to premium conversion; they will be  
| made on an after-tax basis.
- | (6) Premium conversion may not be carried into retirement.  
| However, an annuitant who is reemployed by the Bureau is eligible to  
| participate in premium conversion, provided that he/she is reemployed  
| in a position which would convey eligibility to FEHB coverage, and  
| his/her health insurance would be transferred from his/her retirement  
| system to the Bureau. At the time of reemployment, the reemployed  
| annuitant has the right to request that the insurance not be  
| transferred (keeping him/her out of premium conversion) if he/she so  
| desires.

\*\*EffDte: 09/21/2000 MCRT#: 1013 Div: D3

Cav:

SecCls:

**| 15-3 | FBI EMPLOYEE ASSISTANCE PROGRAM (EAP)|**

\*\*EffDte: 02/14/1992 MCRT#: 0

Div: D3

Cav:

SecCls:

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPPI MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

**| 15-3.1 | Definition of Terms**

| (1) Alcoholism/Alcohol Abuse - A treatable  
| disorder/disease characterized by repeated episodes of excessive  
| drinking which interferes with an employee's health, social  
| adjustment, and work performance.

| (2) Community Resources - Agencies and individual  
| practitioners available to provide professional services to FBI  
| employees referred to them by the Employee Assistance Program (EAP).  
| These agencies and individual practitioners include, but are not  
| limited to: hospitals and other inpatient treatment facilities,  
| mental health clinics, counseling centers, marriage counselors,  
| psychologists, social workers, psychiatrists, financial counseling  
| services, and attorneys.

| (3) Drug Abuse - A treatable disorder/health problem  
| characterized by a pattern of repeated episodes of drug use which  
| interferes with an employee's health, social adjustment, and work  
| performance.

| (4) Drug Deterrence Program (DDP) - A comprehensive  
| program, within the FBI, which is consistent with the President's  
| Drug-Free Federal Workplace initiative, consisting of: urinalysis  
| testing for drugs of abuse, referral to the EAP for counseling and  
| rehabilitation, employee education, and supervisory training about  
| drug abuse issues.

| (5) Emotional/Behavioral/Mental Health Problems - A wide  
| range of personal problems any of which may be characterized by  
| feelings of distress and/or impairment of an employee's health, social  
| adjustment, work performance, and psychological well-being.

| (6) Illegal Drug - A controlled substance as defined by  
| Section 802(a) of the Controlled Substances Act, Title 21, United  
| States Code (USC), the possession of which is unlawful. This does not  
| include the use of a controlled substance pursuant to a valid  
| prescription or other uses authorized by law.

| (7) Management Official - An employee required or  
| authorized by the FBI to formulate, determine, interpret, or influence  
| the policies of the FBI.

| (8) Supervisor - An employee required or authorized by  
| the FBI to direct or assign work to other employees and who, through  
| observation and the exercise of independent judgment, is able to  
| evaluate their performance.

| (9) Employee Assistance Counseling - Confidential  
| counseling by FBI Headquarters EAP staff, Field Coordinators, or other  
| duly authorized individuals, which may include, but is not limited to,

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

| basic short-term counseling and referral services for employees with  
| personal problems that adversely affect their work performance.

| (10) Self-Referral - The voluntary request for assistance  
| made directly to an EAP staff member by an employee who is, or has a  
| family member who is, experiencing a life problem which may have a  
| negative impact on his or her job performance.

| (11) Short-Term Counseling - Approximately one to three  
| sessions required to assess presenting and/or underlying problems and  
| concerns to determine a source for referral. This term is defined on  
| a case-by-case basis as some situations may require longer assessment  
| to identify problems or extended follow-up following referral and  
| treatment.

| (12) Supervisory/Management Referral - The referral of an  
| employee to the EAP by a supervisor as a result of recognized  
| deteriorating job performance, conduct problems, and or noticeable  
| distress impacting on employee behavior.

\*\*EffDte: 02/14/1992 MCRT#: 0      Div: D3      Cav:      SecCls:

### **| 15-3.2 Policy**

It is the policy of the FBI to provide confidential, short-term counseling and referral assistance to employees who have personal problems that adversely affect their job performance and health. Ordinarily, an employee will overcome personal life problems independently and there may be little or no effect on job performance. If the employee cannot resolve such problems alone, traditional supervisory practices may serve as the needed motivation or guidance necessary to return the employee's job performance to an acceptable level. In some cases, however, neither the efforts of the employee nor the supervisor are effective at resolving the employee's problems and unsatisfactory job performance persists. The EAP will be available to deal with such persistent employee problems within the following framework:

(1) The FBI recognizes that almost any human problem is treatable if identified early and referral is made to the appropriate community resource for care. These problems include, but are not limited to: alcoholism, drug abuse, physical illness, mental or emotional distress, marital and family problems, and financial and legal concerns.

(2) For the purposes of this policy, alcoholism is a preventable and treatable disease in which the employee's job performance may be impaired as a direct consequence of the abuse of alcohol.

(3) With regard to drug abuse, the FBI recognizes that this is a treatable health problem and employees with this problem

**SENSITIVE**

**SENSITIVE**

**Manl-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

will receive the same offer of assistance as that extended to employees having any other illness or health problem. However, the Bureau cannot condone employee drug activity which is contrary to law. When illegal drug use is involved, an individual's participation in the EAP will not preclude the Bureau from taking appropriate disciplinary/administrative action against the employee for his or her use of illegal drugs, except as provided herein for self-referrals. Disciplinary action in accordance with Executive Order 12564 can be initiated and could include the full range of disciplinary/administrative actions up to and including dismissal.

(4) When supervisors have reasonable cause to believe that an employee's problem also involves criminal conduct directed toward or potentially harmful to the person or property of others, this information should be reported to the appropriate authority in accordance with existing policy set out in the MAOP, Part 1 Section 1-4, entitled, "Illegal Activities" and Part 1, Section 13, "Disciplinary Matters."

(5) The EAP is not bound to extend assistance to an individual who persists in conduct that is against the law, openly discusses illegal activities, or plans or exhibits behavior that would threaten either his/her own life or the lives of others.

(6) Employees will not have their job security, promotional opportunities, or retirement eligibility jeopardized on account of their request for assistance and participation in the EAP.

(7) Employees found to be using illegal drugs as a result of urinalysis drug testing pursuant to the FBI's Drug Deterrence Program (DDP), or who have otherwise been identified by management officials to have used illegal drugs, shall be referred to the EAP. An employee's decision to participate in the EAP when he or she has been referred under these circumstances will be taken into consideration by management officials and disciplinary/administrative action will be decided on a case-by-case basis depending on all mitigating factors and the totality of the circumstances. Such considerations will include, but are not limited to, the sensitivity of the employee's position and whether the employee's conduct has undermined the Bureau's confidence in his/her trustworthiness. The intent of the EAP policy is rehabilitative and not punitive.

(8) Information concerning individuals who participate in the EAP is confidential and governed by federal regulations which impose certain criminal penalties for improper disclosure. Records and EAP counselor's notes pertaining to an individual's participation in this program are protected and WILL NOT be referred to or made part of an employee's Official Personnel Folder. The confidentiality of these records/information, whether recorded or not, will be maintained in accordance with Title 42, Confidentiality of Alcohol and Drug Abuse Records (CFR), Part 2, the Privacy Act, Title 5, USC, Section 552a, 1984 and all other relevant laws and regulations. (See MAOP, Part 1, 15-3.3.1 (1).)

(9) Employees who decide to undergo a prescribed program of treatment or rehabilitation which will require absence from work

**SENSITIVE**



**SENSITIVE**

**Manl-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

will be granted sick leave as is the case with any other health problem. If the individual has an insufficient amount of accrued sick leave available, advanced sick leave, annual leave, or leave without pay may be granted for this purpose in accordance with the LEAVE POLICY MANUAL. Administrative leave should be allowed, within reasonable constraints, when an employee meets with an EAP Coordinator/Counselor.

\*\*EffDte: 11/18/1999 MCRT#: 935 Div: D3 Cav: SecCls:

### **15-3.3 Administration of Program**

(1) In order to be an effective and viable program, supervisors must realize the EAP policy is positive--not punitive--and that in cases other than "self-referrals," it will be the supervisor who is in the best position to recognize an employee's problem through job deterioration manifesting itself through such things as absenteeism, changes in quality of performance, and behavioral changes. The supervisor, however, is cautioned not to diagnose; this is the function of a trained clinician. Further, since sensitivity to employee problems and support of the EAP are integral to good leadership, FBI managers are expected to facilitate employee assistance and outreach efforts. To underscore the importance of these efforts, all management and supervisory personnel will be held directly accountable for any inaction on their part under circumstances which reasonably require their intervention. (See MAOP, Part I, 1-30.1 through 1-30.4.)

(2) The management officials and supervisors are responsible for:

(a) Supporting the EAP by continually observing and evaluating the work performance of all employees under their supervision.

(b) The identification and documentation of specific instances of deteriorating work performance and employee behavior that fails to meet acceptable standards of conduct.

(c) Consulting with the EAP Counselor when the employee's problem(s) cannot be resolved by traditional supervisory practices alone and there may be a need for referral to the EAP for corrective action. Managers and supervisors must be able to effectively document and describe the employee's behavior as it relates to work performance but they are not to attempt to diagnose or draw conclusions about an individual's personal problem(s). The preliminary assessment of the nature of the employee's problem(s) is an EAP function, especially when it may involve mental health and/or substance abuse problems.

(d) Determining, after consultation with and the concurrence of EAP staff, that referring the employee to the EAP is

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

appropriate.

(e) Conducting an interview with the employee focusing on the behavior that is directly related to poor job performance or deteriorating conduct. Whether or not the employee indicates that his/her difficulty is caused by a personal problem, the supervisor should inform the employee about the EAP services available and offer to refer him/her to the EAP. If the problem persists after the initial consultation with EAP staff, the supervisor should present a firm choice for the employee by encouraging referral acceptance and by describing the consequences of continued unsatisfactory work performance. Participation in the EAP is voluntary and does not preclude supervisors from taking necessary disciplinary action. An employee's acceptance, refusal or cooperation with the EAP, if indicated, should be taken into consideration by a supervisor before he/she proceeds with administrative/disciplinary action. If the employee refuses help and performance continues to be unsatisfactory, the supervisor has complied with his/her program responsibilities and is then obligated to take the necessary adverse action.

(f) Ensuring that their referral to the EAP is documented in writing as well as orally. The written documentation is the supervisor's record that the employee has been offered EAP assistance. The EAP staff can assist the supervisor in preparing a memorandum for this purpose, during supervisory consultation sessions. The memorandum will NOT be placed in the employee's Official Personnel Folder. The memorandum will be maintained by the supervisor as part of his/her recordkeeping system, and the Privacy Act prevents its disclosure beyond the EAP without the employee's written consent. In the event that administrative/disciplinary action is instituted against an employee who has had a documented offer of EAP assistance and who subsequently denies having received it, the memorandum may become part of the adverse action file to dispute the validity of the employee's claim.

(g) Refraining from discussing with the employee the possibility that his/her work performance difficulties may be related to alcohol or drug problems. Again, the supervisor should focus on the employee's job performance only. However, when the employee is at work and does not appear to be in full control of his/her faculties, the supervisor should immediately inquire about the employee's physical/medical condition while being aware that behavioral symptoms commonly associated with alcohol intoxication and drug abuse can be caused by other health problems. Where applicable, the employee should be immediately referred to the Health Service/Occupational Health Nurse for assessment and emergency treatment. Locations that have no medical personnel should refer the employee to a private physician, community health service or hospital. Further, any employee who experiences problems with substance abuse must be encouraged to seek professional assistance on an immediate basis. We must be assertive in reaching out to coworkers in need of EAP services and take steps to ensure those in need are promptly afforded whatever counseling, treatment or assistance may be necessary.

Ultimately, if the employee's behavior was determined to be related to alcohol or drug intoxication, the supervisor and/or medical personnel

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

should discuss the facts of the situation with the employee and refer him/her to the EAP.

(3) The Employee Assistance Administrator (EAA) will be assigned on a full-time basis and has the lead role in providing technical expertise, as well as direct program administration, which will include planning, budgeting, organization, implementation, supervision and training responsibilities for the Bureauwide program. In addition, the EAA will be responsible for:

(a) The technical and administrative supervision of the field office and Headquarters EAP Coordinators;

(b) Establishing field office EAP Coordinators and providing them with technical supervision and assistance;

(c) Overseeing the preparation and submission of annual EAP statistical accomplishment reports to the OPM;

(d) Providing consultation to management officials and supervisory staff concerning organizational matters and employees with behavioral problems. Organizational matters are not limited to administrative/operational issues but also include the identification of occupational stressors unique to the FBI, their impact on job related employee problems and resolution strategies;

(e) Ensuring coordination of training services between the EAP and the Behavioral Science Unit;

(f) Ensuring that the policies and procedures set forth in this manual and all supporting federal directives are followed by all employees under his/her supervision. This includes the adherence to confidentiality requirements and other standards of ethical practice;

(g) Providing for the design and implementation of training programs for managers, supervisors and employees concerning their roles within the program and publicizing the services that are available;

(h) Making recommendations to management officials and supervisory staff concerning the continuing education requirements necessary for EAP personnel;

(i) Developing and maintaining a nationwide listing/register of community rehabilitation and treatment resources available for the referral of employees and/or their family members in need of such assistance;

(j) Representing the FBI through liaison with national, state and local organizations which are public, private and professional on matters concerning EAPs;

(k) Conducting the necessary evaluation, research and monitoring to ensure program effectiveness;

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

- (l) Ensuring that counseling, assessment and referral services are provided to all employees referred by others or upon self-referral;
  - (m) Overseeing coordination and follow-up of employee rehabilitation through communication with community treatment resources;
  - (n) Hiring and supervising contractors, personnel, and other resources in order to accommodate EAP needs;
  - (o) Establishing and maintaining budgetary needs to accomplish program effectiveness.
- (4) The EAP Coordinator is responsible for:
- (a) The implementation and operation of the EAP within his/her local area (field/Headquarters).
  - (b) Providing short-term counseling and referral services to all employees referred to the EAP by others or upon self-referral.
  - (c) Providing consultation with supervisory staff concerning the identification and management of employees with problems that may be adversely affecting job performance.
  - (d) Providing educational materials and training to supervisors in order to familiarize them with their roles and responsibilities within the program.
  - (e) Publicizing the EAP and ensuring that all employees are aware of the services available.
  - (f) Coordination with the DDP Coordinator in order to educate employees about illegal drug abuse in the workplace and the relationship between the DDP and the EAP. (EAP Coordinators are not to be assigned any responsibilities or duties directly under the DDP which would involve the actual drug testing of employees.)
  - (g) Referring employees in need of assistance to community treatment/rehabilitation resources and monitoring the employee's progress, through appropriate follow-up, during and after the rehabilitation period.
  - (h) Adhering to all policies and procedures set forth in the EAP policy and all supporting federal directives. This includes strict adherence to federal confidentiality regulations and other standards of ethical practice.
  - (i) Preparing and submitting to the EAA biannual statistical accomplishment reports on employee participation in the program. Information provided in these reports will be for statistical purposes only and will not contain any data that would either directly or indirectly reveal the identity of a participating employee.

**SENSITIVE**

**SENSITIVE**

**Manl-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

(j) Conducting periodic evaluations of program effectiveness and, when appropriate, providing feedback to management officials and the EAA.

(k) Maintaining a local listing/register of community rehabilitation and treatment resources utilized for the referral of employees and/or their family members in need of such assistance.

(l) Periodically visiting community treatment/rehabilitation resources for assessment and quality assurance purposes.

(m) Maintaining his/her skills and the knowledge base necessary for the effective delivery of EAP services, by participation in continuing education programs.

\*\*EffDte: 03/16/1995 MCRT#: 387 Div: D3 Cav: SecCls:

### **| 15-3.3.1 Employee Responsibility/Self-Referral Procedure**

(1) Employees who suspect that their work performance has been negatively affected by an emotional, behavioral, alcohol, or drug abuse problem are encouraged to contact the EAP. In addition, EAP services are offered to the members of an employee's family, to the extent feasible, who may also need assistance with a personal problem. Employees seeking assistance can contact the EAP Coordinator in their respective field office/division or the EAA at FBI Headquarters. Communications between an employee's family members and EAP personnel are subject to all applicable confidentiality requirements previously cited in 15-3.2(8).

(2) When an employee in good faith voluntarily seeks EAP assistance for an illegal drug abuse problem, EAP personnel will not require the employee to waive his/her right to confidentiality before assistance will be provided. These employees, however, must remain drug free as a subsequent finding of illegal drug use will result in the initiation of disciplinary action as detailed in the DDP. Furthermore, if the employee's illegal use of drugs comes to the attention of management subsequent to the employee's receiving EAP assistance or successfully completing a rehabilitative program, no disciplinary action will be taken against the employee for illegal drug use. For example: The employee is treated, rehabilitated, and returned to work. One year later management is informed of the employee's previous drug use for which he/she was treated the previous year. No disciplinary action can be taken against this employee.

\*\*EffDte: 11/18/1999 MCRT#: 935 Div: D3 Cav: SecCls:

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

### **15-3.3.2 On-Call Schedule**

(1) In the event of an emergency during after-duty hours, all employees and their family members are authorized to contact the FBIHQ EAP on-call counselor.

(2) A monthly schedule of counselors on call will be forwarded to the Assistant Director of the Personnel Division and the FBIHQ switchboard.

(3) The switchboard operator will connect the caller directly to the counselor on call that evening.

(4) All major emergencies must be fielded through the EAP Administrator.

\*\*EffDte: 04/21/1994 MCRT#: 226 Div: D3

Cav:

SecCls:

### **15-3.4 Implementation of the Program**

(1) Personnel in charge of field offices and regional support centers are responsible for:

(a) Designating an individual to serve, on a full-time or part-time basis, as an EAP Coordinator. To avoid potential conflicts of interest, the EAP Coordinator (or counselor) or anyone administering the EAP should not also be assigned the responsibilities of Security Countermeasures Program Manager and/or Security Officer. (See MIOG, Part I, 261-1.)

(b) Knowing the Federal confidentiality regulations cited in this manual section and ensuring that EAP Coordinators adhere to these requirements and other standards of ethical practice.

(c) Ensuring that EAP Coordinators are allowed sufficient time, as part of their official duties, to effectively implement the program.

(d) Providing the necessary space, equipment and other resource needs required to ensure individual confidentiality and the accomplishment of program goals.

(e) Ensuring that employees under their supervision in need of EAP services are referred to the EAP Coordinator for assistance.

(f) Providing for the training of managers, supervisors, and employees concerning their roles within the program and publicizing the services that are available.

(g) Allowing EAP Coordinators the opportunity to

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

participate in continuing education programs in order to maintain their skills and the knowledge base necessary for the effective delivery of services.

(2) This program should not be construed as a relaxation of FBI standards of conduct. FBI policy continues to require that employees should never cause themselves to be mentally or physically unfit for duty.

(3) While Public Law 91-616 and Merit Systems Protection Board decisions generally require rehabilitation efforts to be made before disciplinary action for unsatisfactory job performance be taken, they do not preclude agency action if rehabilitation fails, is refused, if job performance does not improve, or either actions or activities are present and constitute employee misconduct.

(4) No employee's job security will be threatened by self-referral for counseling or referral assistance provided by the EAP staff.

\*\*EffDte: 11/15/1993 MCRT#: 139 Div: D3 Cav: SecCls:

### **||15-3.4.1 FBI's Critical Incident Response Program**

#### **(1) Basic Definitions**

(a) Critical Incident - A turning point event. A critical incident is often called a crisis event. A critical incident is any event which has a stressful impact sufficient enough to overwhelm the usually effective coping skills of either an individual or a group. Critical incidents are typically sudden, powerful events which are outside of the range of ordinary human experiences. Because they are so sudden and unusual, they can have a strong emotional effect even on well-trained, experienced people. If the critical incident is extreme in nature, it may serve as the starting point for the psychiatric disorder called "Post-Traumatic Stress Disorder."

(b) Post-Traumatic Stress Disorder (PTSD) - A psychiatric disorder which may result from exposure to traumatic events and critical incidents. Symptoms include flashbacks related to the event, sleep difficulties, problems in concentration, withdrawal, difficulty controlling anger and problems in relationships. PTSD is common in professionals who are routinely exposed to traumatic events in the course of their employment and may be mistaken for depression. PTSD negatively impacts the ability of a professional to function effectively at their job.

Research demonstrates that PTSD can be reduced significantly by pre-incident education programs and by debriefings provided by Critical Incident Stress Management Teams. Individuals who are experiencing PTSD can have symptoms reduced or eliminated, often

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

| quickly, by experienced mental health professionals who have  
| been trained in techniques to treat PTSD.

| (c) Debriefing - Generic term for the Critical  
| Incident Stress Debriefing process developed by Dr. Jeffrey T.  
| Mitchell (see (d)).

| (d) Critical Incident Stress Debriefing (CISD) - A  
| group meeting or discussion about a distressing critical incident.  
| Based upon core principles of crisis intervention, the CISD is  
| designed to mitigate the impact of a critical incident and to assist  
| the personnel in recovering as quickly as possible from the stress  
| associated with the event. The CISD is run by a specially trained  
| FBI team which includes a mental health professional and peer support  
| personnel.

| (e) Critical Incident Stress Management (CISM) - A  
| wide range of programs and intervention strategies which have been  
| designed to prevent stress in emergency personnel and to assist them  
| in managing and recovering from significant stress should they  
| encounter it in their work. CISM is much broader than just Critical  
| Incident Stress Debriefings (CISD). It contains many special  
| programs and strategies including pre-incident education, significant  
| other support programs, individual consults, peer counseling, initial  
| discussions, crisis intervention training, disaster preparedness, and  
| disaster assistance programs. The best way to think of CISM is as a  
| comprehensive approach to stress management. CISD is only one of the  
| many techniques under the heading of CISM.

| (f) On-Scene Support Services - Whenever direct  
| support services are provided at the scene of a traumatic incident,  
| while the event is still going on, the services are called "on-scene"  
| support services. There are three basic supports which are provided  
| at the scene: 1) brief interventions with FBI personnel who are  
| showing significant signs of distress, 2) advice and counsel to the  
| commanders, and 3) assistance to victims, survivors and family members  
| who are directly involved with the incident. On-scene services are  
| provided by trained FBI peer support personnel. It is extremely  
| important to remember that no group services are ever provided at the  
| scene since group services at the scene will invariably cause more  
| distress in the personnel. On-scene support services to FBI  
| personnel are limited to one-to-one contacts, not groups.

| (g) Spouse and Significant Other Support Services -  
| Support for the emergency services personnel is inadequate unless it  
| also includes special support services for the spouses and  
| significant others. Greater emphasis is being placed on the loved  
| ones of the emergency worker. They also hurt and are indirectly  
| negatively impacted by the same traumatic events which affect the  
| emergency services personnel (tertiary victims). Many CISM teams are  
| adding significant others to the teams in order to better serve the  
| loved ones of emergency personnel who have been distressed by the  
| traumatic events. Many special programs already exist to assist the  
| significant others of emergency personnel. There are educational  
| programs, debriefings after traumatic events, small ongoing support  
| groups, grief seminars and family fairs.

**SENSITIVE**



**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

(h) Follow-Up Services - Every time an on-scene support service, a defusing or a debriefing is provided, it is necessary to follow these actions up with one or more types of follow-up services. Follow-up services include telephone calls, office visits, chaplain contacts, small group meetings, contacts with SACs, peer visits, one-on-one services, family contacts, referral for professional contact and any number of other helpful outreach programs which can be thought of in the aftermath of a tragic event.

(2) General Principles of Critical Incident Stress Debriefing (CISD):

(a) CISD is not psychotherapy.

(b) Following most well-defined and delineated traumatic events, the ideal time for a debriefing is after the first 24 hours and before 72 hours. There will, of course, be some variation on the best time for a debriefing depending on the nature of the event, the level of distress in the personnel, schedule considerations, the needs of the group, and the demand of the job. Some debriefings, particularly those for line-of-duty deaths, may be provided before the end of the first day. Certainly, many debriefings have been given much later than the 72-hour time frame because circumstances warranted a later debriefing. In the final analysis, debriefings are ideally utilized when the participants are most psychologically receptive.

(c) CISD is primarily prevention but can be used to mitigate post-traumatic stress as well.

(d) CISD accelerates the rate of normal recovery, in normal people, who are having normal reactions to abnormal events.

(e) CISD is not an operational critique of a crisis situation or traumatic event.

(3) The Employee Assistance Unit (EAU), under the auspices of the FBI, has advanced the initiative to better safeguard and promote the psychological well-being of its employees following a critical incident through the Critical Incident Response Program/Critical Incident Stress Management (CISM).

(4) Critical Incident Response Teams

In June, 1995, the FBI instituted four Critical Incident Response Teams throughout the United States for immediate response to critical incidents which include, but are not limited to:

(a) Death of employee, spouse, or family member

(b) Major disaster or man-made catastrophe (earthquake, bombing, etc.)

(c) Taking a life in the line of duty

**SENSITIVE**

**SENSITIVE**

**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

- | (d) Suicide of an employee, spouse, or family member
- | (e) Violent traumatic injury to an employee
- | (f) Witnessing/handling multiple fatalities
- | (g) SWAT operation where dangers are present
- | (h) Hostage taking/barricaded suspect negotiation
- | (i) Observing an act of corruption, bribery, or other  
| illegal activity by a fellow worker
- | (j) Suspension and/or threat of dismissal

| (5) The purpose of the FBI's CISM policy is to afford  
| those individuals who were exposed to critical incidents (shooting,  
| death, or serious injury, suicide, homicide, hostage situation,  
| Special Weapons And Tactics (SWAT) activities, etc.) a confidential  
| program that will mitigate the adverse effects of the critical  
| incident through peer counseling, CISM, defusing, family assistance  
| and support, and follow-up services. Like EAP, the CISM is available  
| to help all employees and their family members readjust to life  
| following a traumatic incident.

| (6) CISM/defusings will be provided to the individual or  
| group of individuals exposed to or experiencing a critical incident.  
| This will be decided by the EAU after consultation with the  
| appropriate division head. Debriefings are most effective when they  
| are mandatory because individuals who are the most traumatized by an  
| incident are usually the most resistant to talking about their  
| reactions.

| (7) The trauma of a critical incident is catastrophic to  
| the person experiencing the event. A critical incident is not only  
| one single situation in a person's life, but it can also be a series  
| of events which add up to cumulative stress. No two individuals have  
| the same reaction to a critical incident. One-third have a serious  
| reaction; one-third have a medium reaction; and one-third have a  
| minimal reaction. How an individual responds to a critical incident  
| depends upon the nature and extent of the emotional baggage he or she  
| is carrying. The failure to resolve personal issues often leads to a  
| variety of negative patterns. Some individuals overreact to  
| perceived threats; some underact to clear dangers; and, for some,  
| neither real nor perceived threats evoke any discernible reaction.  
| While some employees quit the job prematurely, others develop  
| discipline problems due to increased absenteeism, burnout, stress  
| disorders, alcohol abuse problems or a host of other personal  
| problems that can interfere with functioning at home and on the job.

| (8) Agents are given training, firearms and bulletproof  
| vests to equip them to survive critical incidents. The FBI also has  
| the responsibility to equip its employees so they are able to deal  
| constructively with and survive the emotional aftermath of critical  
| incidents. A CISM program represents a set of interventions that can  
| help FBI employees cope with emotional effects of a critical

**SENSITIVE**

| incident.|

\*\*EffDte: 09/21/1998 MCRT#: 829 Div: D3

Cav:

SecCls:

### **||15-3.5 Confidentiality of Information**

|           The law requires that information relating to the identity  
| diagnosis, prognosis, or treatment of an employee, which is developed  
| and maintained in connection with an EAP function, is confidential and  
| may be released to others only under the following circumstances:

|           (1) With employee's written consent.

|           (a) This includes disclosures about the fact that an  
| employee has ever contacted EAP personnel, participated in the program  
| in any way or about any information regarding the employee's problem,  
| unless the employee consents to such disclosure in writing. EAP  
| personnel must discuss this issue during their first contact with an  
| employee to determine the extent and nature of information, if any, to  
| be disclosed to supervisors and/or management officials.

|           (b) Persons authorized to receive information  
| provided for in an initial disclosure are prohibited from making any  
| redisclosure of this information unless further disclosure is  
| expressly permitted by written consent. This prohibition includes  
| disclosures by EAP personnel to supervisors, management officials,  
| and/or community treatment resources.

|           (c) Example of circumstances when disclosure can be  
| made with employee consent are:

- |           1. For purposes of diagnosis, treatment, and  
| rehabilitation (e.g., referral to community resources).
- |           2. To an employee's attorney.
- |           3. To an employee's family.
- |           4. To an insurance company, third-party payers,  
| or other funding sources; and
- |           5. To a supervisor or management official.

| In all of the above situations, EAP personnel must ensure that  
| consent was given voluntarily and granting the request for disclosure  
| will not be harmful to the employee or the EAP's capacity to provide  
| services.

|           (2) Without employee written consent:

|           (a) These conditions are purposely limited and  
| include medical emergencies and court orders.

**SENSITIVE**  
**Man1-ID: MAOPP1 MANUAL OF ADMIN OPERATIONS AND PROCEDURES PART 1**

---

| (b) If the EAP Coordinator believes:

| 1. The employee's mental or physical condition  
| is a threat to the employee's safety or to the safety of others or  
| would otherwise affect the national security or law enforcement  
| operations; or

| 2. The employee's behavior in conjunction with  
| his/her problem undermines the investigative process, the EAP  
| Counselor should immediately advise the EAA at FBI Headquarters an  
| appropriate action will be determined.|

\*\*EffDte: 02/14/1992 MCRT#: 0 Div: D3 Cav: SecCls:

| **15-4** |**DELETED**|

\*\*EffDte: 02/14/1992 MCRT#: 0 Div: D3 Cav: SecCls:

\*\*\*\*\* END OF REPORT \*\*\*\*\*

**SENSITIVE**